

## **CITY COMMISSIONERS OF THE CITY OF WILDWOOD**

Mayor/Commissioner – Ed Wolf – Seat 1  
Mayor Pro-Term/Commissioner – Ronald Allen – Seat 5  
Pamala Harrison-Bivins – Seat 2  
Don C. Clark – Seat 4  
Robby Strickland – Seat 3  
Robert Smith – City Manager

*Agenda*

*Agenda*

January 25<sup>th</sup>, 2010

7:00 PM

### **PLEASE TURN OFF ALL CELL PHONES AND PAGERS**

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Department, ADA Coordinator, at 352-330-1330, Ext. 102, forty-eight (48) hours in advance of the meeting.

F.S.S. 286.0105A-If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The City of Wildwood DOES NOT provide this verbatim record).

## **AGENDA**

- THE MEETING IS CALLED TO ORDER BY THE MAYOR
- INVOCATION
- FLAG SALUTE

### **1. TIMED ITEMS AND PUBLIC HEARINGS**

7:00 PM (a)	NONE AT THIS TIME	
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\* Quasi Judicial Hearing

### **2. REPORTS AND PUBLIC INPUT**

- **SPECIAL PRESENTATION:** Certificate of Appreciation of Outstanding Community Service & Following The Dream to Commissioner (Chief) Don C. Clark from the Citizens & Community of Wildwood (Attachment)
  - a. City Manager
  - b. City Attorney
  - c. City Clerk
  - d. Commission Members
  - e. Public Forum (10 minute time limit)
  - f. Notes, Reports, and items for the file as attached

### **3. NEW BUSINESS – ACTION REQUIRED**

#### **a. MINUTES**

1. Minutes of Regular Meeting held on January 11<sup>th</sup>, 2010 (Attachments – Staff recommends approval)

**b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)**

1. None

**c. RESOLUTIONS FOR APPROVAL:**

1. None

**d. APPOINTMENTS**

1. None

**e. CONTRACTS AND AGREEMENTS**

1. Proposed Amendment 1 to the FDEP – SRF loan agreement which adjusts project cost and reduces the semiannual loan payment (Attachments – Staff Recommends Approval)

**f. FINANCIAL**

1. Bills for Approval (Attachments – Staff Recommends Approval)
2. Approval requested regarding quotes for Influent CCC Pumps (replacement) (Attachments – Staff Recommends Approval)
3. Purchase of items for CRW Systems implementation (Handout in Meeting)

**g. GENERAL ITEMS FOR CONSIDERATION**

1. Review/ approval of Proposed budget schedule for the 2010-2011 budget sessions (Attachments – Staff Recommends Approval)
2. Discussion relative to the purchase of the King Park Court property (Attachments – Board Option)
3. Discussion relative to Police Department application for a USDA Community Facilities Grant (Attachments – Board Option )

**4. ADJOURN:**

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**5. RECONVENE AS MEMBERS OF THE CRA ( Community Redevelopment Agency)**

- a. Discussion regarding Individual Project Order No. 7 from Kimley-Horn, Inc. (in accordance with the terms of the Professional Services Agreement) for a study relative to flooding zones in the city's mature neighborhoods (Attachments – Staff Recommends Approval)

**6. ADJOURN**

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**NOTES – NO ACTION REQUIRED:**

- a. None

**REPORTS:**

**CITY MANAGER:**

1. Discussion relative to city tour prior to budget session (Attachment – Board Option)
2. Report on rewarding of grant for Growers Market (Attachment)
3. Budget Analysis Report for December 2009 (Attachments – Staff Recommends Approval)
4. DCA (Department of Community Affairs) update (Attachment)
5. FYI – City of Bushnell – Petition for Special Exception for Class I Landfill (Attachments)
6. FYI – Comparison Graphs for Bushnell and Wildwood Libraries (Attachments)
7. FYI – Quarterly Reports from Department Heads (Attachments)



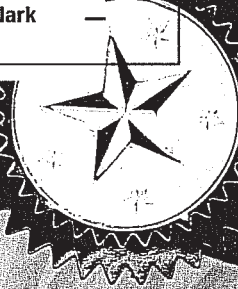
# CERTIFICATE OF APPRECIATION

In Acknowledgement  
of  
*Outstanding Community Service  
& Following the Dream*

Awarded to: Chief Don Clark

On this day the 17<sup>th</sup> of January in the year 2010

Signed Citizen's & Community of Wildwood





**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

2. REPORTS & PUBLIC INPUT:

f. 1. Discussion relative to city tour prior to  
budget session

**SUBJECT:** City Tour Prior to Budget Session

**REQUESTED ACTION:** Board Option

☐ Work Session (Report Only)

☒ Regular Meeting

**DATE OF MEETING:** 1-25-10

☐ Special Meeting

**CONTRACT:** ☐ N/A

Effective Date: \_\_\_\_\_

Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Executive

**BUDGET IMPACT:** N/A

☐ Annual

☐ Capital

☒ N/A

**FUNDING SOURCE:** \_\_\_\_\_

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

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**HISTORY/FACTS/ISSUES:**

Mayor and Commission,

If the Board so chooses, I would like to begin planning a City tour for the Commission to visit the various departments and City owned property. I feel as though this will benefit the budget process. These tours can be set up to fit your schedules.

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## Pam Law

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**From:** Kelly, Susan Adelmann [sakelly@ufl.edu]

**Sent:** Tuesday, January 12, 2010 1:27 PM

**To:** Robert Smith; 'Pam Law'

**Cc:** 'Richard Sopko'

**Subject:** Grant

Hi Robert and Pam,

The market board met this morning and I shared some information about a SARE Sustainable Communities grant that I received for \$7910 to help a little with the market budget. The grant funding will start this month and is intended to last 2 years.

With the grant I have funds to purchase a wireless machine that will run debit, credit and EBT cards (food stamps or SNAP). We have some logistics to work out on using this machine but most markets have them now and they have increased sales both from food stamp recipients and people wanting to use plastic payments. We can have a central booth for the machine and give patrons tokens to use at the produce stands (for SNAP) or anywhere else in the market for others. The vendors will then cash their tokens in for cash. I know this is a little overwhelming at first but in reality is not that complicated but we will need to staff that booth, either with volunteers or employees.

Also in the grant - \$2,000 for a sound system, \$500 for market manager supplies, \$300 for market manager travel to trainings, \$2,000 for newspaper ads, \$700 for printed brochures and flyers, and \$500 for signs plus some miscellaneous money for the monthly machine fees, etc.

I will have to purchase everything and the equipment will be on my inventory but will remain with the market as long as it is open ☺.

We talked a lot about signs, etc. and I think much of that will be need to be decided according to the city ordinances. Let me know if you have any questions or concerns!

**Susan A. Kelly**  
County Extension Director  
UF/IFAS Sumter County  
7620 SR 471 Suite 2  
Bushnell, Florida 33513  
(352) 793-2728 ext. 236  
(352) 793-6376 fax  
sakelly@ufl.edu



**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

2. REPORTS & PUBLIC INPUT:  
f. 3. Budget Analysis Report for December  
2009

**SUBJECT:** 1<sup>st</sup> Quarter Budget Analysis Report 2009-2010

**REQUESTED ACTION:** Board Option

☐ Work Session (Report Only)

**DATE OF MEETING:** 1-25-10

☒ Regular Meeting

☐ Special Meeting

**CONTRACT:** ☐ N/A

Vendor/Entity: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Managing Division / Dept: \_\_\_\_\_

Executive

**BUDGET IMPACT:** N/A

☐ Annual

**FUNDING SOURCE:** \_\_\_\_\_

☐ Capital

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

☒ N/A

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**HISTORY/FACTS/ISSUES:**

Mayor and Commission,

As you can see by the attachments the 1<sup>st</sup> quarter revenues did not come in as expected. For the major General Fund Revenue Sources we have seen a shortfall of about -\$20,409.69. Once new developments come on line this gap should decrease (more sales tax, gas tax, etc..). In the meantime staff has been controlling our spending until the revenues are up to par. General Fund Expenditures are under budget by -\$13,200.93.

On the other hand, Enterprise Fund Revenues are up +\$14,985.13 more than we expected. In addition, anticipated expenditures are -\$69,884.96 under budget. However, several repairs and needed enhancements have come up recently and the under budgeted expense amount should remain the same for the next quarter. In April I will provide the Commission with an update for the 1<sup>st</sup> half of the fiscal year to kick off budget discussions for 2010-2011.

Regards,

Robert Smith



# BUDGET ANALYSIS REPORT FISCAL YEAR 09-10

December 2009

ITEM	BUDGETED	ACTUAL	DIFFERENCE	PERCENTAGE
Inter-Fund Transfers: Industrial Park	\$ 10,000.00	\$ -	\$ (10,000.00)	0.00%
Inter-Fund Transfers: Enterprise Transfer In	\$ 309,000.00	\$ 175,000.00	\$ (134,000.00)	56.63%
Interfund Transfers-5% TIE & Connection Fe	\$ -	\$ -	\$ -	0.00%
General Revenue-State (INTERGOVT)	\$ 153,000.00	\$ 37,828.41	\$ (115,171.59)	24.72%
Gas Tax-State (\$.04 + .01) -Local Option (IN	\$ 200,000.00	\$ 58,205.43	\$ (141,794.57)	29.10%
State Sales Tax (.005 cent) (INTERGOVT)	\$ 222,000.00	\$ 52,091.03	\$ (169,908.97)	23.46%
.01 Infrastructure Surtax (INTERGOVT) Disc	\$ 438,000.00	\$ 98,338.87	\$ (339,661.13)	22.45%
County Motor Fuel Tax (9th cent) (INTERGO	\$ 40,000.00	\$ 10,258.03	\$ (29,741.97)	25.65%
State Beverage License (INTERGOVT)	\$ 3,500.00	\$ 1,276.04	\$ (2,223.96)	36.46%
Mobile Home License (INTERGOVT)	\$ 13,000.00	\$ 7,418.44	\$ (5,581.56)	57.06%
Ad Valorem Taxes	\$ 975,331.00	\$ 763,587.22	\$ (211,743.78)	78.29%
Utility Tax Water Sales-City	\$ 29,268.92	\$ 6,937.53	\$ (22,331.39)	23.70%
Utility Tax-Villages 5% Water Utility	\$ 127,000.00	\$ 32,849.72	\$ (94,150.28)	25.87%
Utility Tax (Electric/Gas)	\$ 275,000.00	\$ 34,880.08	\$ (240,119.92)	12.68%
Telecommunications Tax	\$ 200,000.00	\$ 41,274.48	\$ (158,725.52)	20.64%
Franchise Tax	\$ 452,500.00	\$ 137,025.22	\$ (315,474.78)	30.28%
Interest Income	\$ 23,000.00	\$ 637.39	\$ (22,362.61)	2.77%
Zoning Compliance	\$ 600,000.00	\$ 128,745.74	\$ (471,254.26)	21.46%
Second Dollar Fund	\$ 1,250.00	\$ 182.00	\$ (1,068.00)	14.56%
Fines & Forfeitures	\$ 45,000.00	\$ 4,982.86	\$ (40,017.14)	11.07%
Community Center	\$ 25,000.00	\$ 10,343.56	\$ (14,656.44)	41.37%
Miscellaneous GF Revenue	\$ 17,500.00	\$ 7,644.95	\$ (9,855.05)	43.69%
Summer Camp Registration	\$ 30,000.00	\$ -	\$ (30,000.00)	0.00%
Private Contributions Summer Camp	\$ 10,000.00	\$ -	\$ (10,000.00)	0.00%
Dixie Youth Baseball Registration	\$ 1,200.00	\$ -	\$ (1,200.00)	0.00%
Life Flight Lease Payments	\$ 12,000.00	\$ -	\$ (12,000.00)	0.00%
Fuel Tax Refunds	\$ 4,000.00	\$ 1,671.79	\$ (2,328.21)	41.79%
Auction/Land and Sales Proceeds	\$ 15,000.00	\$ -	\$ (15,000.00)	0.00%
Police User Fee	\$ 160,000.00	\$ 38,950.00	\$ (121,050.00)	24.34%
Concession Stand Income	\$ 10,000.00	\$ -	\$ (10,000.00)	0.00%
The Villages Amended Agreement	\$ 45,000.00	\$ 45,000.00	\$ -	100.00%
City Occupational Licenses	\$ -	\$ 2,487.50	\$ 2,487.50	#DIV/0!
Community Center Reservation Fee	\$ -	\$ 350.00	\$ 350.00	#DIV/0!
Growers Market Revenue	\$ -	\$ 3,055.00	\$ 3,055.00	#DIV/0!
Qualifying Fees	\$ -	\$ 409.52	\$ 409.52	#DIV/0!
Villages Amended Agreement-2007	\$ 45,000.00	\$ 45,000.00	\$ -	100.00%
Total	\$ 4,491,549.92	\$ 1,746,430.81	\$ (2,745,119.11)	38.88%

2. REPORTS & PUBLIC INPUT:

f. 3. Budget Analysis Report for December 2009



## General Fund Expenditures Budget Analysis Report

December 2009

GENERAL DEPARTMENTS	Bugeted	Actual	Difference	Percentage
Legislative (Mayor/Commissioners)	\$ 60,977.00	\$ 15,865.71	\$ (45,111.29)	26.02%
Executive (City Manager)	\$ 266,040.00	\$ 61,228.65	\$ (204,811.35)	23.01%
Financial Administrative	\$ 560,270.00	\$ 187,952.98	\$ (372,317.02)	33.55%
Police	\$ 1,693,601.00	\$ 424,906.12	\$ (1,268,694.88)	25.09%
Community Center	\$ 48,739.00	\$ 8,046.33	\$ (40,692.67)	16.51%
Parks and Recreation	\$ 252,411.00	\$ 74,048.08	\$ (178,362.92)	29.34%
Building Services	\$ 253,145.00	\$ 62,086.89	\$ (191,058.11)	24.53%
Development Services	\$ 411,346.00	\$ 118,082.42	\$ (293,263.58)	28.71%
Streets/Public Works	\$ 661,829.00	\$ 143,383.24	\$ (518,445.76)	21.66%
Community Redevelopment	\$ 88,560.00	\$ 21,190.35	\$ (67,369.65)	23.93%
<b>TOTAL</b>	<b>\$ 4,296,918.00</b>	<b>\$ 1,116,790.77</b>	<b>\$ (3,180,127.23)</b>	<b>25.99%</b>

SPECIAL PROJECTS	Bugeted	Actual	Difference	Percentage
<b>Dev Services</b>				
2009 Comp Plan/JPA	\$ 50,000.00	\$ -	\$ (50,000.00)	0.00%
Traffic Circulation Study	\$ 11,000.00	\$ -	\$ (11,000.00)	0.00%
Adobe Software	\$ 450.00	\$ -	\$ (450.00)	0.00%
2008 Comp Plan	\$ -	\$ 3,384.29	\$ 3,384.29	#DIV/0!
<b>CRA</b>				
Sidewalk	\$ 8,000.00	\$ 0	\$ (8,000.00)	0.00%
Utility Cleaning	\$ 15,000.00	\$ 0	\$ (15,000.00)	0.00%
Computer	\$ 900.00	\$ 0	\$ (900.00)	0.00%
Signage Grants	\$ 5,000.00	\$ 0	\$ (5,000.00)	0.00%
<b>P&amp;R</b>				
Summer Recreation Program	\$ 30,000.00	\$ 0	\$ (30,000.00)	0.00%
FRDAP Millennium Park	\$ 40,000.00	\$ 17,784.22	\$ (22,215.78)	44.46%
<b>LEG</b>				
Growers Market	\$ -	\$ -	\$ -	0.00%
<b>Total</b>	<b>\$ 160,350.00</b>	<b>\$ 21,168.51</b>	<b>\$ (139,181.49)</b>	<b>13.20%</b>

DEBT SERVICE	Bugeted	Actual	Difference	Percentage
Debt Service/City Hall Principal	\$ 28,271.00	\$ -	\$ (28,271.00)	0.00%
Debt Service/City Hall Interest	\$ 93,360.00	\$ -	\$ (93,360.00)	0.00%
Debt Service/City Hall Reserve	\$ 12,600.00	\$ -	\$ (12,600.00)	0.00%
<b>Total</b>	<b>\$ 134,231.00</b>	<b>\$ -</b>	<b>\$ (134,231.00)</b>	<b>0.00%</b>

POLICE IMPACT FEE	Bugeted	Actual	Difference	Percentage
Copier Payment	\$ 2,389.00	\$ -	\$ (2,389.00)	0.00%
Car Loan Payments	\$ 19,317.00	\$ -	\$ (19,317.00)	0.00%
Guns	\$ 2,000.00	\$ -	\$ (2,000.00)	0.00%
<b>Total</b>	<b>\$ 23,706.00</b>	<b>\$ -</b>	<b>\$ (23,706.00)</b>	<b>0.00%</b>

P&R IMPACT FEE	Bugeted	Actual	Difference	Percentage
Van-Prison Crew	\$ 8,000.00	\$ -	\$ (8,000.00)	0.00%
Car Loan Payment	\$ 5,731.00	\$ -	\$ (5,731.00)	0.00%
Trailer for Van	\$ 1,600.00	\$ -	\$ (1,600.00)	0.00%
<b>Total</b>	<b>\$ 15,331.00</b>	<b>\$ -</b>	<b>\$ (15,331.00)</b>	<b>0.00%</b>

<b>GENERAL FUND TOTAL</b>	<b>\$ 4,630,536.00</b>	<b>\$ 1,137,959.28</b>	<b>\$ (3,492,576.72)</b>	<b>24.58%</b>
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## Enterprise Fund Expenditures Budget Analysis Report

December 2009

DEPARTMENTS	Bugeted	Actual	Difference	Percentage
Physical Environment				
Administration	\$ 346,897.00	\$ 130,037.03	\$ (216,859.97)	37.49%
Water Dept.	\$ 837,292.00	\$ 187,717.43	\$ (649,574.57)	22.42%
Wastewater Dept.	\$ 1,634,872.00	\$ 363,418.70	\$ (1,271,453.30)	22.23%
Refuse	\$ 877,084.00	\$ 161,331.11	\$ (715,752.89)	18.39%
Industrial Park	\$ 23,600.00	\$ 5,842.48	\$ (17,757.52)	24.76%
Greenwood Cemetary	\$ 725.00	\$ 12.93	\$ (712.07)	1.78%
<b>TOTAL</b>	<b>\$ 3,720,470.00</b>	<b>\$ 848,359.68</b>	<b>\$ (2,872,110.32)</b>	<b>22.80%</b>

SPECIAL PROJECTS	Bugeted	Actual	Difference	Percentage
<b>Water</b>				
Water Misc Tie Fee Projects	\$ 15,000.00	\$ -	\$ (15,000.00)	0.00%
Champagne Farms Well	\$ 800,000.00	\$ 52,682.90	\$ 747,317.10	6.59%
<b>Waste</b>				
Waste Misc Tie Fee Projects	\$ 25,000.00	\$ -	\$ (25,000.00)	0.00%
<b>Total</b>	<b>\$ 815,000.00</b>	<b>\$ 52,682.90</b>	<b>\$ 732,317.10</b>	<b>6.46%</b>

DEBT SERVICE	Bugeted	Actual	Difference	Percentage
Champagne Farms Principal	\$ 64,680.00	\$ -	\$ (64,680.00)	0.00%
Champagne Farms Interest	\$ 37,120.00	\$ -	\$ (37,120.00)	0.00%
1994 SRF Loan	\$ 189,195.00	\$ -	\$ (189,195.00)	0.00%
1996 SRF Loan	\$ 270,063.00	\$ -	\$ (270,063.00)	0.00%
1999 Refinancing Loan	\$ 171,586.00	\$ -	\$ (171,586.00)	0.00%
2007 SRF Loan	\$ 392,557.00	\$ -	\$ (392,557.00)	0.00%
<b>Total</b>	<b>\$ 1,125,201.00</b>	<b>\$ -</b>	<b>\$ (1,125,201.00)</b>	<b>0.00%</b>

REFUSE IMPACT FEE	Bugeted	Actual	Difference	Percentage
Roll Off Containers	\$ 7,727.00	\$ -	\$ (7,727.00)	0.00%
GPS System	\$ 10,466.00	\$ -	\$ (10,466.00)	0.00%
2007 Mack Truck	\$ 18,483.00	\$ -	\$ (18,483.00)	0.00%
<b>Total</b>	<b>\$ 36,676.00</b>	<b>\$ -</b>	<b>\$ (36,676.00)</b>	<b>0.00%</b>

<b>GENERAL FUND TOTAL</b>	<b>\$ 5,697,347.00</b>	<b>\$ 901,042.58</b>	<b>\$ (3,301,670.22)</b>	<b>15.82%</b>
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# Enterprise Fund Revenue Budget Analysis Report Fiscal Year 09-10

December 2009

ITEM	BUDGETED	ACTUAL	DIFFERENCE	PERCENTAGE
Water Operational	\$ 1,250,000.00	\$ 316,143.45	\$ (933,856.55)	25.29%
Water Connection Fees	\$ 150,000.00	\$ 13,593.90	\$ (136,406.10)	9.06%
Water TIE Fees	\$ 15,000.00	\$ 98,344.21	\$ 83,344.21	655.63%
Water Meter Install	\$ -	\$ 3,516.86	\$ 3,516.86	#DIV/0!
Water-Misc On/Off	\$ 20,000.00	\$ 5,455.00	\$ (14,545.00)	27.28%
Water Income Other	\$ 4,000.00	\$ 2,204.14	\$ (1,795.86)	55.10%
Refuse Operational Revenue	\$ 750,000.00	\$ 185,673.79	\$ (564,326.21)	24.76%
Refuse Other Income	\$ 6,000.00	\$ 1,952.00	\$ (4,048.00)	32.53%
Wood Waste	\$ 10,000.00	\$ 1,500.50	\$ (8,499.50)	15.01%
Roll Off Container Billings	\$ 5,000.00	\$ 1,819.27	\$ (3,180.73)	36.39%
Wastewater Operational Revenue	\$ 2,000,000.00	\$ 477,863.93	\$ (1,522,136.07)	23.89%
Wastewater Connection Fees	\$ 300,000.00	\$ 30,352.80	\$ (269,647.20)	10.12%
Wastewater TIE Fees	\$ 25,000.00	\$ 29,864.42	\$ 4,864.42	119.46%
Sewer Other Misc	\$ 20,000.00	\$ 8,220.25	\$ (11,779.75)	41.10%
Wastewater TSS / COD	\$ 575,000.00	\$ 148,197.29	\$ (426,802.71)	25.77%
Reuse Fees	\$ 30,000.00	\$ 651.33	\$ (29,348.67)	2.17%
Interest Income	\$ 600.00	\$ 3,415.44	\$ 2,815.44	569.24%
Industrial Park	\$ -	\$ -	\$ -	#DIV/0!
<b>Total</b>	<b>\$ 5,160,600.00</b>	<b>\$ 1,328,768.58</b>	<b>\$ (3,831,831.42)</b>	<b>25.75%</b>

**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

2. REPORTS & PUBLIC INPUT:  
f. 4. Department of Community Affairs UPDATE

**SUBJECT:** DCA Update

**REQUESTED ACTION:** Info Only

- ☐ Work Session (Report Only)  
☒ Regular Meeting

**DATE OF MEETING:** 1-25-10

☐ Special Meeting

**CONTRACT:** ☐ N/A

Effective Date: \_\_\_\_\_

Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Executive

**BUDGET IMPACT:** N/A

☐ Annual

☐ Capital

☒ N/A

**FUNDING SOURCE:** \_\_\_\_\_

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

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**HISTORY/FACTS/ISSUES:**

Mayor and Commission,

On Thursday January 15, staff received a call from the Department of Community Affairs stating that DCA staff had briefed the Secretary and they have agreed to settle the case with not only the City of Wildwood but the two DRI's as well. Jerri Blair has been working with DCA's attorney on a draft settlement to be presented to the Commission for approval. Once we have a draft in house we will provide the Commission with a schedule for adoption.

This has been a long struggle and an enormous undertaking. Without the help of LPG, Jerri Blair, Jason McHugh, Melanie Peavy, Craig McDade, Brad Cornelius, LSMPO, and Bradley Arnold we would not have gotten to where we are today. My congratulations go out to each and everyone of these individuals for their hard work and countless hours in finally getting this comp plan approved.

Regards,

Robert Smith

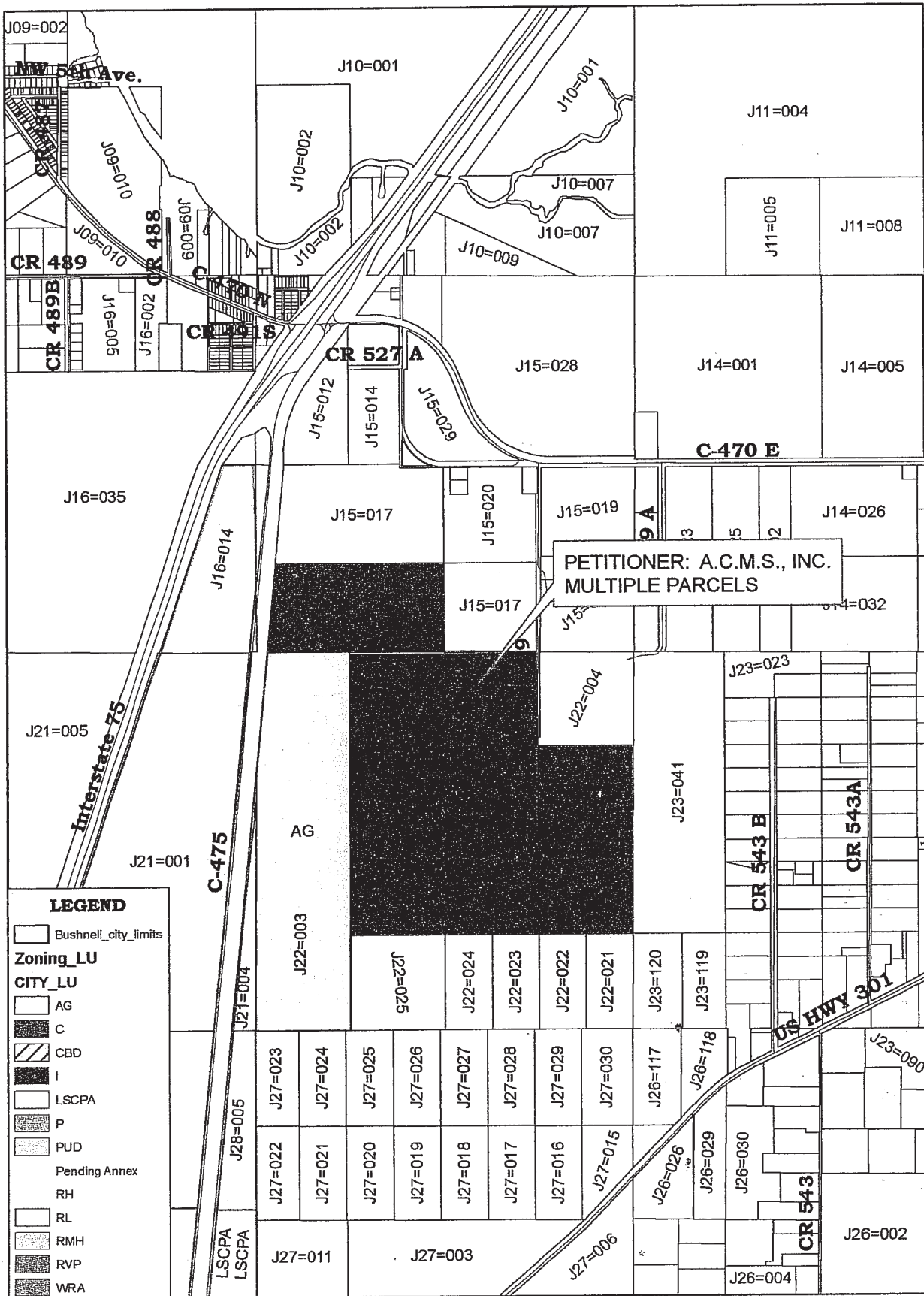
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**CITY OF BUSHNELL  
PETITION FOR SPECIAL EXCEPTION  
FOR CLASS 1 LANDFILL**



2. REPORTS &amp; PUBLIC INPUT: f. 5. FYI -- Petition for Special Exception for Class I Landfill -- Sumter County



DATE OF HEARING: REGULARLY SCHEDULED CITY COUNCIL MEETING HELD ON DEC. 7, 2009

# Sumter Co. Times

01.07.10

## Bushnell clears way for Class I landfill

LARRY CLIFTON  
Staff Writer

During a Monday, Jan. 4, public hearing, the Bushnell City Council gave unanimous approval to a proposed Comprehensive Plan change that allows plans to install a Class I landfill near Sumterville to move forward.

The Class I landfill would be west of the existing county landfill on a 550-acre tract of property off County Road 529.

The city of Bushnell annexed the property from the county in October, and Monday's plan change will now be transmitted to the state Department of Community Affairs (DCA) in Tallahassee.

A report back from DCA should occur within 90 days, according to the city.

"When the state responds, we will schedule a second public hearing," said Vince Ruano, Bushnell city manager.

"Does Bushnell need money bad enough to bring in other people's garbage?" asked audience member Marjorie Wells.

Council members assured Wells and those in the attendance that installing a Class I dump would not cause pollution or create traffic problems and would not be an eyesore or devalue adjacent properties.

A.C.M.S. Inc. is the

## LAND

*continued from Page 1*

company that wants to build and operate the landfill.

When Wells asked how much tonnage the company would be allowed to bring in, the council said that is up to A.C.M.S.

### What a Class I landfill allows

A Class I landfill allows a more diverse range of waste to be dumped from sources inside and outside of the county. The waste descriptions below are from the A.C.M.S. public

Web site:  
<http://www.sumtersolid-waste.com/project.html>.

- Putrescible waste (contains organic matter capable of being decomposed by micro-organisms).

- Household and Commercial Solid Waste.

- Industrial Wastes (if approved by DEP)

- Agricultural Waste resulting from normal farming operations.

Class III waste is also allowed. This consists of processed tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture (other than appliances), and other materials not expected to produce leachate posing a threat to public

health or environment. The information regarding allowed waste is referenced from ACMS Inc. Web site at:

The A.C.M.S. Web site states trashmounds of a Class I facility are allowed to reach 120 feet above mean sea level.

The company's Web site claims refuge is covered with six inches of soil daily to contain odors and discourage vultures, and 16-foot berm walls will "diminish visibility" of the dumpsite.

\*The Class I landfill allowances from A.C.M.S. Web site are not specific to any landfill, but represent general allowances for Class I landfills.

See LAND, Page 2



[illegible][illegible][illegible]

## 2. REPORTS & PUBLIC INPUT: f. 6. FYI - Comparison Graphs for Wildwood and Bushnell Libraries

[illegible][illegible][illegible]



*City of Wildwood*  
*Development Services Department*  
*100 N. Main Street*  
*Wildwood, FL 34785*  
*(352)330-1330 phone*  
*(352)330-1334 fax*

**TO:** Robert Smith, City Manager

**FROM:** Melanie Peavy, Development Services Director <

**DATE:** January 20, 2010

**RE:** Quarterly Update

---

As you are well aware, the Development Services Department continues to stay busy with the 2035 Comprehensive Plan Amendment. We are working daily with the Department of Community Affairs, the DRI's and City attorney to clean up minor details and look forward to some documentable agreement with DCA shortly.

We are so close to having an approval of the comprehensive plan that we have been putting a lot of time into preparing for all of the changes and work that will trickle down from the approval. A complete re-write of the City's Land Development Regulations is necessary and staff began working on a draft of several chapters a few months ago. The re-write is a tedious process and will most likely take a year or more to complete.

The new comprehensive plan requirements also require retraining of staff. So many changes in density, allowable uses, mixed use centers, as well as other changes, require a different application of land use designations and policies that will take some time to get used to.

We are currently working with Sumter County on our Joint Planning Agreement which will be due for DCA review within 3 months of our comprehensive plan approval.

Staff continues to review new development plans and permit applications as well as close out projects under development. Peppertree Apartments received temporary C/O's on 2 buildings. Mission Oaks and Promise Hospital should be closing out within the next few months and construction on the Dollar General and Star Food Mart will be commencing shortly.

## CITY OF WILDWOOD

### **Parks & Recreation Department**

#### City Hall:

Replaced bad lights around building. Looking to replace tree lights  
Painted main water fountain in front of building  
Currently painting Gazebo  
Pressure washed entire building  
Added mulch in areas. More mulch will be added in near future

#### Wildwood Community Center:

Presently pressure washing building  
Removed tree growth on side of building  
In the process of replacing roof tiles on 2nd floor (Presidents Hall)

#### Oxford Community Center:

Moved wood chips from in front of door  
Replace A/C covers and locks

#### Beautification Areas:

Added flowers. Removing dead ones currently.

#### Athletics:

Adult Flag Football Season. Running February 14 through April 25. Will start up for Summer season June 20 through August 29  
Youth Flag Football Season. Running April 5 through June 26  
Softball tournaments will be scheduled as fields become playable and are prepared. Softball leagues will be organized as soon as money for lights is found  
Archery Tournament/League. Month of July

#### Special Events:

Easter Egg Hunt April 3, 2010 at Millennium Park Baseball Fields  
Golf Scramble October 23, 2010 at Miona Lake Golf Club  
WinterFest. December 11, 2010. Also planned with event is charity softball tournament featuring Law Enforcement and Fire Departments.

#### Programs and Classes:

Line Dance Classes on Tuesday Nights running 9 weeks each session  
Painting Workshop. Running twice a month to determine interest and then going to weekly classes  
Mentoring Programs (working with Jay Turner) that will be held out of the MLK Community Service Center or Senior Center.

#### Conferences:

Florida Recreation and Parks Association. Several classes are offered for Parks and Recreation Programs throughout the year at various locations. Annual conference is in August.





# WILDWOOD POLICE DEPARTMENT

Quarterly Report  
October, November, December

REPORTS & PUBLIC INPUT  
(1.7.) Quarterly Reports from Department  
Heads/Coordinators

## I. STATS

- Calls for Service – 3,164
- Arrests – 67
- Traffic UTC - 145
- Traffic Accidents - 64
- Reports - 270

## II. Community Services

- |            |   |
|------------|---|
| 10/3/2009  | Sumter County Expo  |
| 10/8/2009  | Community meeting Club Wildwood   |
| 10/15/2009 | Reading program at Head Start daycare   |
| 10/24/2009 | Growers Market  |
| 10/31/2009 | Halloween<br>We purchased via grant monies and donations from Wal-Mart, candy, safety bags and other items for the kids. Civilian personnel wore costumes and along with Officers gave out Halloween treats in the Police Department parking lot, from the Mobile Command Unit. During the Halloween hours, we had two units on bicycles, patrolling the residential neighborhoods. |
| 11/07/2009 | Growers Market – Grand Opening<br>We took the Mobile Command Unit to the Growers Market for the second time, gave out informational literature and conducted the Indent-I-Kid program.  |
| 11/13/2009 | Community meeting Club Wildwood   |
| 11/18/2009 | HOA Community Meeting Lakeside Landing  |
| 11/20/2009 | Parkwood Village Community Meeting  |
| 11/21/2009 | BW Ministry Turkey Give away  |
| 12/10/2009 | Reading program at Head Start daycare   |
| 12/12/2009 | Winterfest / Parade<br>The Police Department entered a float into the parade and for the second year won best float.<br>The Department utilized the Mobile Command Unit at the event, keeping a constant police presence during the event.  |
| 12/15/2009 | Reading program at Head Start daycare<br>• Connected needy families to the charitable organization, “All One Family” for Christmas toys for needy children.   |

## III. PERSONNEL STATUS


- New Employees
  1. Administrative Assistant S. Wrightam replacing Y. Vazquez
  2. Communications Officer J. Deans replacing A. Boyatt
  3. Communications Officer S. Lawson replacing H. Turner
  4. Reserve Officer – J. Everett
  5. Reserve Officer – C. Smalt (went full time in November)
  6. Reserve Officer C. Hunt

IV. GRANTS

- Applied for Wal-Mart grant –(Summerfield) \$1,000.00
- Awarded Wal-Mart (Villages) Grant \$1,000.00
- Awarded State JAG Grant \$18,489.00
- Purchased remaining items from Federal JAG Grant

City of Wildwood  
Public Works Department  
410 Grey Street  
Wildwood, Florida 34785  
Phone: 352-330-1343 Fax: 352-330-1353

# Memo

**To:** Robert Smith  
**From:** Gene Kornegay   
**Cc:** Commission  
**Date:** 1/22/2010  
**Re:** Quarterly Report

---

This is a brief summary of special duties that we have accomplished this quarter.

## Millennium Park

Relocated the trees from the boulevard  
Removed 1143 loads of dirt to MLK Park and graded  
Finished Ball Fields

## Refuse Department

Working on new refuse ordinance  
Refuse rates  
Testing new style dumpsters (less money)  
1250 yards of material was delivered to the limb burner  
21 tons of leaves and grass was picked up

## Public Works

Worked 268 work orders  
Installed sidewalks on Jackson St. and Gamble St.  
Installed 3 4-way stops on Jackson St.  
Completed DOT traffic school  
Maintain 200 plus Vehicles and Equipment

## New Responsibilities

Mow and maintain 16 plus miles of roadways from the County  
Maintain 5 plus miles of right of ways from the State (turnpike to North overpass and the Oxford from CR 214 and CR 204)  
Working the Grower's Market  
This is not all of our duties and responsibilities. There are too many to list.



# City of Wildwood Water Department < Quarterly Summary

1 <sup>ST</sup> Quarter of Fiscal Year 2009-2010	
TOTAL WELL PUMPAGE	176,496,000
TOTAL WATER BILLED	180,570,000
AVERAGE UNACCOUNTED WATER	-2%
METERS READ PER MONTH	3791
WORK ORDERS PROCESSED	936
WATER QUALITY COMPLAINTS	45
BACKFLOWS INSTALLED OR REPAIRED	2
BACKFLOWS TESTED	22
VALVES EXERCISED	38
HYDRANT METER INSTALLED OR PULLED	3
WATER SAMPLES TAKEN	135
REPORTS SUBMITTED	24
AFTER HOUR CALLS	28

## October

- Events - DEP Compliance Inspection
  - Adam Prestidge obtained Class A Water Operator License
  - Ron Allen attended DEP Ground Water Rule Training
  - Anthony Quattrocki obtained Civil Engineering License
  - Service connections and sampling on Fifth Street water main
  - Took over water system for Oxford Community Center
- Leaks - Arbor Village
  - CR 139
  - Ross and Fourth Street
- Repairs - Prison Plant effluent meter

## November

- Events – Variable frequency drive failed at Oxford Water Facility
  - Made final connections to Lee Street water main rerouting
  - Sandy Edwards injured on job
  - Daniel Marrero injured on job
- Leaks – 75 Chrome Shop

## December

- Events – Ron Allen attended Water Facilities Security Response System Training
  - John Cornell pulled from Department to work on Pipe Crew
  - Anthony Quattrocki assists at Growers Market
  - Completed Backflow Database
  - Completed painting of well heads and exterior pipe work at water plants
- Leaks - Parkwood Manor
- Repairs - Water Tower repainting of wet area
  - Water Main repair Parkwood Manor
  - Motor on Prison Plant Well #2 repaired

<b>Building Services Dept.</b>	
<b>Revenue from permitting</b>	<b>\$111,416.01</b>
<b>Permits Issued</b>	
<b>Building</b>	<b>30</b>
<b>Including the following:</b>	
SFR's- 13	
Duplexs- 2	
Commercial- 1	
Commercial Additions- 1	
<b>Electric</b>	<b>49</b>
<b>Fire</b>	<b>4</b>
<b>Gas</b>	<b>1</b>
<b>Mechanical</b>	<b>26</b>
<b>Mobile Home</b>	<b>2</b>
<b>Plumbing</b>	<b>18</b>
<b>Roofing</b>	<b>38</b>
<b>Sign</b>	<b>5</b>
<b>Pools</b>	<b>2</b>
<b>Solar</b>	<b>1</b>
<b>Total Permits Issues</b>	<b>176</b>
<b>Total Inspections Performed</b>	<b>3,338</b>
<b>Code Enforcement</b>	
<b>Revenue from Code Enforcement</b>	<b>\$99.65</b>
<b>Violations Processed Thru Special Master</b>	
Demo	1
Closed	3
Open	2
Leins	2
Total	8
<b>Violations Processed Thru Letters</b>	
Open	1
Closed	30

### Violations processed through Special Master

Respondent	Address	Status
Williams	801 Kilgore	open
Stevens	4024 N 301	open
Palmer	618 Lee Street	liened
Indaar	8465 CR 127	liened
Harper	316/318 Young Circle	closed
GTE Credit Union	107 Arnold Court	closed
Brown	301 Kilgore Street	closed
Peeples	609 Fourth Street	open/demo

### Violations processed through letters

Respondent	Address	Status
Graham	706 Oak Street	open
Steffens	502 Oak Terrace	closed
Coniglio/Strickland	Lot South of 404 Gray Avenue	closed
Stechman	500 North Old Wire Road	closed
Delta Credit	117 Woodlane Avenue	closed
Nail & Spa	336A Shopping Center Drive	closed
Wildwood Old Wire Road, LLC	Huey Street	closed
Miller/Hayward	305 Webster Street	closed
Griffin/Hammond	314 Young Circle	closed
Hill	703 Crestview Circle	closed
Smith/Nichols	327 Young Circle	closed
Sanders	303 Young Circle	closed
Nichols	321 Young Circle	closed
Nichols	322 Young Circle	closed
Nichols	324 Young Circle	closed
Harris Estate	315 Grey Street	closed
Parson	412 York Street	closed
ABB & Associates	803 Kilgore Street	closed
Atkinson-Page	809 North Old Wire Road	closed
Harris	220 Dr. Martin Luther King Jr Avenue	closed
McFarland	309 Young Circle	closed
Thompson	605 Ross Street	closed
Edwards	901 Kilgore Street	closed
Baker	305 Young Circle	closed
Whitaker	328 Young Circle	closed
Pine Level Cemetery	12194 CR 203	closed
Ekberg/Robinson	336 Young Circle	closed
Bison Valley		closed
Dhanipersaud/Alonzo	701 Crestview Circle	closed
Habitat for Humanity	Pleasantdale Drive	closed
Brant/Davis	412 Jackson Street	closed

8 cases processed through Special Master; 1 demo, 3 closed, 2 open and 2 liens  
31 cases processed through letter; 1 remains open, 30 are closed

Code Enforcement Cases  
10-1-09 to 12-31-09



CITY OF WILDWOOD, FLORIDA  
CITY COMMISSION  
REGULAR MEETING  
JANUARY 11, 2010 – 7:00 P.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood met in Regular session January 11, 2010 at 7:00 p.m. in the City Hall Commission Chamber.

Present were: Mayor Wolf; Commissioners Bivins, Clark, Allen and Strickland. Also present: City Manager Smith, City Clerk Jacobs, Assistant City Clerk Roberts, City Attorney Blair, Police Chief Reeser, AVT Law.

The meeting was called to order by Mayor Wolf, with Commissioner Allen giving the invocation and audience joining in the Pledge of Allegiance to the American Flag.

- OATH OF OFFICE was administered to MAYOR Ed Wolf; COMMISSIONER Pamala Harrison-Bivins and Commissioner Elect Don C. Clark by JUDGE Thomas Skidmore

1. TIMED ITEMS AND PUBLIC HEARINGS  
None

2. REPORTS AND PUBLIC INPUT

Supervisor of Elections Karen Krauss presented "Certificate of Election" to Mayor Ed Wolf; Commissioner Pamala Harrison-Bivins; and Commissioner Don C. Clark (Attachments on file). CC Jacobs noted that this was required by new legislation.

a. City Manager

- 1) Photo – FYI – CR139 utility extensions to the SC Government Office Complex (Attachment on file). On schedule and may be completed before anticipated and under budget.
- 2) Memo from Chief Reeser regarding WPD application for grants for 2009/2010 (Attachment on file). Memo with list of grants applied for.
- 3) ATS red-light camera update (Attachments on file). The results of the construction suitability study indicate that unless legislation is passed to allow private companies to attach infrastructure on right-of-ways, they will not be able to do the eastbound camera at 44 and 301. There is enough room in the right-of-way to place the camera at Lynum and 301. They will be meeting soon to further discuss.
- 4) DCA Update (NO Attachments). Noted that depending on what the Commission decides after his update, the executive session at the end of the meeting may not be necessary. Discussions with DCA on December 17 and on January 7. Two outstanding issues with the City from the December 17 meeting were Net Density. Those issues were resolved. Spoke with Mike McDaniel this a.m., who basically said that the City is close to go. Everything they had an issue with was resolved. One outstanding issue today, but through email and re-wording of some policy items, Mr. McDaniel was fine with the policy. DCA staff met with Secretary Pelham to go over updates of the December 17 and January 7 meeting. They are to re-brief on Thursday morning. Lot of today's discussion was issues with Landstone. Resolved the issues of location of Landstone, need question and allocation ratio question. DCA does not want only single-family

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homes. They want something to entice transit development and a more walkable development. Discussion relative to density within a neighborhood mixed-use center and the density throughout the remainder of the project. Landstone did agree to a certain amount of dwelling units within the neighborhood mixed-use center, which DCA agreed to. Landstone agreed to an overall net density for the project area, which DCA agreed to. There was a question of percentage of attached residential within the remaining net density of the project, outside the neighborhood mixed-use center. They both came up with a percentage. Landstone moved closer to DCA's percentage during the meeting. DCA to take to Secretary, but DCA staff was not supportive of the percentage. After phone call from DCA this a.m. from Mr. McDaniel, Secretary was not supportive of the percentage Landstone had asked for. Landstone has agreed to the DCA percentage that DCA stated in the meeting they would support, in order to receive a favorable recommendation from staff to Secretary Pelham. Should know something from DCA by Thursday. Hopefully the Landstone percentage is the only issue. Mediation is scheduled for this Friday, and the only thing that would have to be mediated is the percentage or some issued regarding the Landstone development. Feels it would be fruitless to have mediation on Friday.

b. City Attorney

CA Blair – feel that mediation should be rescheduled at a date within a period of time where the hearing could also be held, and that DCA agree to deposition dates in the event that issues are not settled and signed. Cancelled the Court Reporter for tonight, felt it was not worth it to spend the money, if the Commission agree to reschedule the mediation. Once settled there will be a further delay. Understand that DO's that the City has approved will have to be amended to be in compliance with the Comp Plan amendments.

Will have an executive session before mediation, if mediation is necessary.

CM Smith – Should have better understanding of where issues stand after DCA staff meets with Secretary Pelham. They have provided him with the time line of where this started to date.

Motion by Commissioner Bivins, second by Commissioner Allen to reschedule mediation in February and schedule depositions at the same to proceed toward hearing in April, while continuing to work with DCA. Motion carried. All voting yeas.

CM Smith apologized for temperature in room.

c. City Clerk – None

d. Commission Members

- 1) Strickland – at registration for Dixie Youth. What is happening with Concession Stand this year. CM Smith – Parks & Rec Coordinator discussing with Dixie Youth. What may happen is the Dixie Youth run the concession stand and they get a percentage of the profit. Will bring back to Commission before season begins.

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- e. Public Forum (10 minute time limit)
  - 1) Robert Hannah – High Street is a paved road, but is full of potholes and edges are breaking up. City tried to patch, but did not hold. Commissioner Allen – has talked with City Manager about placing all roads on schedule for maintenance. CM Smith – met with PWD Kornegay who is to work with GIS Tech to do inventory of roads to get on schedule for maintenance.
- f. Notes, Reports, and items for the file as attached  
(Reports under City Manager)

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

- 1) Minutes of Regular Meeting held on December 14, 2009 (Attachments – Staff recommends approval)
- 2) Minutes of Regular Meeting held on December 28, 2009 (Attachments – Staff recommends approval)

Motion by Commissioner Strickland, second by Commissioner Bivins to approve the Minutes of December 14, 2009 and December 28, 2009 meetings. Motion carried. All voting yea.

- b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)  
None

c. RESOLUTIONS FOR APPROVAL:

- 1) Resolution No. R2010-01, a resolution changing the time of the regular commission meetings from 7:00 PM to 6:00 PM (Attachment – Staff Recommends Approval)

CM Smith – when Comp Plan is finished there will be a lot of possible long sessions.

Mayor Wolf – sees benefit of 6 p.m. meetings, but appears it is to benefit the elected officials, when 6 is the dinner hour for most families. Prefers 7 p.m. Commissioner Allen – if changed by Resolution, it can easily be changed back if complaints from citizens are received. Mayor Wolf – prefer to leave as is until we get into a busy time that creates a problem. Commissioner Strickland – even though supported during last discussion, his location of work and change of time off. Ball games will be scheduled at 5 so 6 p.m. meetings would be difficult for him. He has had to reconsider.

Died for lack of motion.

Commissioner Allen asked that a survey be placed on the web site for citizen input, then based on citizen input could be readdressed. By common consensus the commission approve for a web site survey.



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- 2) Resolution No. R2010-02, a resolution authorizing the execution of an FDOT Utility Agreement (see item 3.e.2. below) (Attachment – Staff Recommends Approval)

Motion by Commissioner Bivins, second by Commissioner Strickland that Resolution No. R2010-02: STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION UTILITY AGREEMENT: be adopted. Motion carried. All voting yea.

- 3) Resolution No. R2010-03, a resolution setting and amending refuse rates (Attachment – Staff Recommends Approval)

Motion by Commissioner Strickland, second by Commissioner Bivins that Resolution No. R2010-03: A Resolution Of The City Commission Of The City Of Wildwood; To Amend The Dumpster Rates As Shown In The FY 2000/2001 Budget, Adopted By Resolution Number 770; And, Rescinding Resolution No. 994; Providing For Commercial And Residential Sanitation Rates; Providing For An Effective Date: be adopted. Motion carried. All voting yea.

- 4) Resolution No. R2010-04, a resolution providing for reservation fees for use of the Oxford Community Center (Attachments – Staff Recommends Approval)

CM Smith – subsection 1 should read \$10.00, subsection 2 should read \$5.00, and subsection 3 should be a \$50.00 deposit. Would ask that the rules be changed to designate authority to waive fees to the City Manager and/or Parks & Recreation Coordinator. Commission approved by common consent.

Motion by Commissioner Allen, second by Commissioner Strickland that Resolution No. R2010-04: A Resolution of the City Commission of the City of Wildwood; providing for Reservation fees for use of Oxford Community Center; providing for an effective date: be adopted. Motion carried. All voting yea.

#### Selection of MAYOR PRO-TEM

Motion by Commissioner Strickland, second by Commissioner Bivins to appoint Commissioner Allen as Mayor Pro tem for 2010. Motion carried. All voting yea.

#### d. APPOINTMENTS

- 1) Appointment of new member to represent the city on the Sumter County Fire Advisory Board to replace Commissioner Johnson (does NOT have to be a commissioner – see attached) (currently meets the first Wednesday of month at 6:00 PM in Bushnell) (Attachments – Board Option)

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January 11, 2010

- 2) Citizens Advisory Committee: Lake Sumter MPO – Reappoint Stephen Stone (NO Attachment)
- 3) Technical Advisory Committee: Lake Sumter MPO – Reappoint David Grimm; Alternate Jason McHugh (NO Attachment)

CM Smith – with exception of 2 and 3, requested permission to advertise for volunteers. Commissioner Strickland requested that a brief description of what the board does.

Motion by Commissioner Strickland, second by Commissioner Bivins to reappoint Stephen Stone to the Citizens Advisory Committee and David Grimm to the Technical Advisor Committee of the LSMPO, and to advertise for volunteers for other boards and committees on the web site. Motion carried. All voting yea.

- 4) Ex-Officio Board Member and Alternate: Board Discretion (Meet 4<sup>th</sup> Wednesday of the month at 2PM in Tavares) (NO Attachment)

CM Smith – this board member must be elected official. Mayor Wolf currently sits on board. By common consent to remain same – Mayor Wolf.

- 5) Discussion relative to re-appointments and number of members on each board (Attachments) Discussed under 3).

e. **CONTRACTS AND AGREEMENTS**

- 1) FDOT Utility Work Agreement for “utility work” within the public road or publicly owned rail corridor (Attachments – Staff Recommends Approval)

CM Smith – Kimley Horn and Dave Grimm reviewed to be sure any utility conflicts would be mitigated prior to construction. CA Blair – noted the agreement does not provide for them paying for anything or any subordination.

Motion by Commissioner Allen, second by Commissioner Strickland to approve subject to no easements or subordination clauses that are overlapped by the contract. Motion carried. All voting yea.

f. **FINANCIAL**

- 1) Bills for Approval (Attachments – Staff Recommends Approval)

Commissioner Allen questioned fuel – City Manager to check with PWD Kornegay. Mayor Wolf expressed desire to have mechanic involved in purchase of new vehicles. CM Smith – plan to have vehicles on maintenance schedule and have inventory to know what we have, when they need to be replaced so that he can budget for them. Mayor Wolf – questioned if all maintenance of vehicle is being done at the Barn. CM Smith – to review.

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Page 6  
January 11, 2010

Motion by Commissioner Bivins, second by Commissioner Strickland to approve payment of bills. Motion carried. All voting yea.

g. **GENERAL ITEMS FOR CONSIDERATION**

- 1) Request for release of Order of Enforcement & Lien against Don A. Young, Jr., Case No. SM-041-08 (Attachments – Staff Recommends Approval)

CA Blair – foreclosure had started before City recorded the lien.

Motion by Commissioner Strickland, second by Commissioner Bivins to release the lien against Don A. Young, Jr. SM-041-08. Motion carried. All voting yea.

- 2) Approval of parade route and use of MLK Park by BW City Ministries (Attachments – Board Option)

Motion by Commissioner Bivins, second by Commissioner Strickland to approve the parade route and MLK celebration. Motion carried. All voting yea.

- 3) Approval requested for the Consent to Partial Assignment of ERC's under a Developer's Agreement (Power Corp to Harrigan Builders, Inc.) (Attachments – Staff Recommends Approval)

Motion by Commissioner Allen, second Commissioner Strickland to approve the Consent to Partial Assignment of ERC's under a Developer's Agreement (Power Corp to Harrigan Builders, Inc.). Motion carried. All voting yea.

▪ **CLOSE PUBLIC MEETING FOR AN EXECUTIVE SESSION:**

- City Manager, Robert Smith – Discussion on settlement strategies/mediation with DCA case

▪ **REOPEN PUBLIC MEETING**

Motion by Commissioner Bivins, second by Commissioner Strickland to rescind Executive Session based on prior discussion. Motion carried. All voting yea.

4. **ADJOURN**

Upon a motion by Commissioner Bivins, second by Commissioner Strickland the meeting adjourned.

S E A L

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor



## **CITY COMMISSION OF THE CITY OF WILDWOOD**

### **EXECUTIVE SUMMARY**

**SUBJECT:**

**WW769070-City of Wildwood- Amendment 1-SRF Loan Agreement**

---

**REQUESTED ACTION:** STAFF RECOMMENDS APPROVAL OF DOCUMENTS

☐ Work Session (Report Only)  
☒ Regular Meeting

**DATE OF MEETING:** 1-25-10  
☐ Special Meeting

**CONTRACT:**

☐ N/A  
Effective Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_  
Termination Date: \_\_\_\_\_

**BUDGET IMPACT:** REDUCTION IN DEBT SERVICE

☒ Annual  
☐ Capital  
☐ N/A

**FUNDING SOURCE:**  
**EXPENDITURE ACCOUNT:**

WATER-SEWER UTILITY FEES  
DEBT SERVICE- ENTERPRISE FUND

---

**HISTORY/FACTS/ISSUES:**

In August 2006, City of Wildwood was granted it's 3<sup>rd</sup> SRF Loan for the expansion of the WWTP.

Construction was completed on the expansion in 2008.

The Final close out for the loan was just done in November,2009 wherein it was determined the Actual amount of the loan proceeds we received and wherein the expenditures were all approved as legitimate.

Prior to the Close out City of Wildwood has been paying semi- annual Debt Service payments on this Loan in the amount \$196,278. (\$392,556 total) The original Payment was based on the total loan amount approved of \$6,351,654 plus accrued capitalized interest. The first payment was made in August, 2008, then February, 2009 and again in August, 2009

This amendment re-calculates the debt service payment to \$189,957 semi-annual (\$379,915 total. (A savings of \$12,641) The next payment is due in February, 2010 at the lower amount.

Joseph Jacobs

---



# Florida Department of Environmental Protection

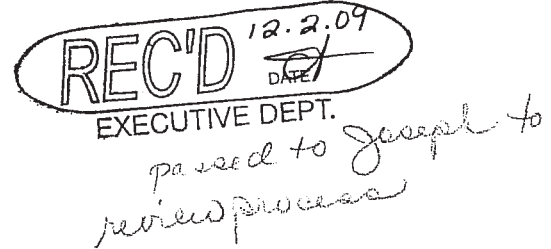
Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

3. NEW BUSINESS-ACTION REQUIRED Charlie Crist  
4. Contracts and Agreements Governor  
1. FDEP - Proposed Amendment to SRF Loan Agmt.

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

December 1, 2009



Mr. Robert Smith, City Manager  
City of Wildwood  
100 North Main Street  
Wildwood, Florida 34785

Re: WW769070 - Wildwood  
Treatment Facilities  
(Expand Wastewater Treatment Facility)

Dear Mr. Smith:

Enclosed are three original copies of proposed Amendment 1 to your State Revolving Fund loan agreement. The amendment adjusts the project costs and reduces the semiannual loan payment. The adjustments are final unless further revisions become necessary as a result of an audit. A loan statement showing the calculation of the final payment amount and an amortization schedule are also enclosed.

Please have the appropriate officials **sign and seal** the enclosed three copies and return them to us within three weeks at 2600 Blair Stone Road, Mail Station 3505, Tallahassee, Florida, 32399-2400. We will arrange for the Deputy Division Director to sign the documents and mail a fully executed original to you. If this Amendment is not fully executed before the next payment date, February 15, 2010, the higher payment amount specified in the preceding agreement will be due. If you have any questions, please call Susan Taylor at (850) 245-8358.

Sincerely,

Robert E. Holmden, P.E., Chief  
Bureau of Water Facilities Funding

RH/st

Enclosures

cc: Joseph Jacobs - City of Wildwood  
Honorable Ed Wolf - City of Wildwood

"More Protection, Less Process"  
[www.dep.state.fl.us](http://www.dep.state.fl.us)

**AMENDMENT 1 TO LOAN AGREEMENT WW769070  
CITY OF WILDWOOD**

This amendment is executed by the FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION (the "Corporation") and the CITY OF WILDWOOD, FLORIDA, (the "Local Borrower") existing as a Local Borrower agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Corporation and the Local Borrower entered into a Clean Water State Revolving Fund Loan Agreement, Number WW769070, authorizing a Loan amount of \$6,227,112, excluding Capitalized Interest; and

WHEREAS, the Loan Amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

WHEREAS, the semiannual Loan Payment amount needs revision to reflect adjustment of project costs and the three semiannual Loan Payments received by the Department from the Local Borrower; and

NOW, THEREFORE, the parties hereto agree as follows:

1. The Loan amount is hereby reduced by \$185,787, and the adjusted total disbursed amount for this loan is \$6,041,325.
2. The Loan Service Fee is reduced by \$3,715, and the adjusted total service fee for this Loan is \$120,827. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$6,041,325. The Loan Service Fee will be assessed as of the effective date of November 17, 2009.
3. The total amount to repay by the Local Borrower is \$6,214,795.16, which consists of \$6,041,325.00 disbursed to the Local Borrower, \$52,643.16 of accrued Capitalized Interest and \$120,827.00 of service fee charges.
4. The total amount remaining to repay which amount accounts for the Department's receipt of three semiannual Loan Payments is \$5,810,030.36, consisting of unpaid principal of the Loan of \$5,689,203.36 and an unpaid service fee charge of \$120,827.00 both at a Financing Rate of 2.08 percent per annum (the interest rate is 1.04 percent per annum, and the Grant Allocation Assessment rate is 1.04 percent per annum).
5. The semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of \$189,957.44. Such payments shall be received by the Trustee on February 15, 2010 and semiannually thereafter on August 15 and February 15 of each year until all amounts due hereunder have been fully paid.
6. Section 2.03 is hereby deleted and replaced as follows:

The Local Borrower agrees to the following audit and monitoring requirements.



(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS120001-060	EPA	66.458	Capitalization Grants for State Revolving Funds	\$6,041,325	140131

(2) Audits.

(a) In the event that the Local Borrower expends \$500,000 or more in Federal awards in its fiscal year, the Local Borrower must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Subsection 2.03(1) of this Agreement indicates that Federal funds are awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Local Borrower shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Local Borrower conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Borrower shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(c) If the Local Borrower expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. The Local Borrower shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Borrower in which the \$500,000 threshold has not been met. In the event that the Local Borrower expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Borrower resources obtained from other than Federal entities).

(d) The Local Borrower may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov/index?cck=1&au=&cck=](http://www.cfda.gov/index?cck=1&au=&cck=).

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Local Borrower directly to each of the following:

- (i) The Department at the following address:

Joe Aita, Audit Director  
Office of the Inspector General  
Florida Department of Environmental Protection  
3900 Commonwealth Boulevard, MS 41  
Tallahassee, Florida 32399-3123

- (ii) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, **must be** submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- (iii) Other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

(b) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Local Borrower shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the ~~two~~ addresses listed under Subsection 2.03(3)(a) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Borrowers, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Borrower in correspondence accompanying the reporting package.

(4) Project-Specific Audit.

Within 12 months after the amendment establishing final Project costs, the Local Borrower shall submit to the Department a Project-specific audit report for the Loan related revenues and expenditures. The audit shall address Loan disbursements received, Project expenditures, and compliance with Loan Agreement covenants. The Local Borrower shall cause the auditor to notify the Department immediately if anything comes to the auditor's attention during the examination of records that would constitute a default under the Loan Agreement. The audit findings shall set aside or question any costs that are unallowable under

Chapter 62-503, Florida Administrative Code. A final determination of whether such costs are allowed shall be made by the Department.

(5) Record Retention.

The Local Borrower shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Borrower shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

The Local Borrower is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Local Borrower shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a subrecipient or vendor.

The Local Borrower should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

In addition, the Local Borrower agrees to complete and submit the Certification of Applicability to Single Audit Act Reporting, Attachment A, attached hereto and made a part hereof, within four (4) months following the end of the Local Borrower's fiscal year. Attachment A should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

(6) Monitoring.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Local Borrower agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Borrower is appropriate, the Local Borrower agrees to comply with any additional instructions provided by the Department to the Local Borrower regarding such audit. The Local Borrower further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

7. Project Costs are revised as follows:

The Local Borrower, the Corporation, and the Department acknowledge that changes in Project costs may occur as a result of the Local Borrower's Project audit or a Department audit

pursuant to Chapter 62-503 of the Florida Administrative Code. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	DISBURSED (\$)
Allowances	506,263.00
Construction and Demolition	3,891,601.00
Equipment	1,540,007.00
Technical Services During Construction	103,454.00
SUBTOTAL (Total Disbursed)	6,041,325.00
Capitalized Interest	52,643.16
TOTAL (Loan Principal Amount)	6,093,968.16

8. The Project-specific audit required under Subsection 2.04(4) of the Agreement shall be submitted within twelve months after the effective date of this amendment.

9. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 1 to Loan Agreement WW769070 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation has caused this amendment to the Loan Agreement to be executed on its behalf by its Chief Executive Officer and the Local Borrower has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Chief Executive Officer of the Corporation.

for

FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reviewed and approved by the Corporate Secretary

for

CITY OF WILDWOOD

\_\_\_\_\_  
Mayor

I attest to the opinion expressed in Section 2.03  
of the Agreement, entitled Legal  
Authorization.

Attest

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

SEAL

APPROVED AND ACCEPTED BY THE STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION.

\_\_\_\_\_  
Deputy Director  
Division of Water Resource Management

State Revolving Fund Loan  
\*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Wildwood

Funding Number: 769070

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
1/15/2008		0.00	0.00	0.00	0.00	0.00	0.00	6,093,968.16
1/15/2008	1	196,278.00	0.00	0.00	30,757.25	30,757.25	134,763.50	5,959,204.66
1/15/2009	2	196,278.00	0.00	0.00	30,987.86	30,987.86	134,302.28	5,824,902.38
1/15/2009	3	196,278.00	0.00	0.00	30,289.49	30,289.49	135,699.02	5,689,203.36
1/15/2010	4	189,957.44	120,827.00	619.69	29,583.86	29,583.86	9,343.03	5,679,860.33
1/15/2010	5	189,957.44	0.00	0.00	29,535.27	29,535.27	130,886.90	5,548,973.43
1/15/2011	6	189,957.44	0.00	0.00	28,854.66	28,854.66	132,248.12	5,416,725.31
1/15/2011	7	189,957.44	0.00	0.00	28,166.97	28,166.97	133,623.50	5,283,101.81
1/15/2012	8	189,957.44	0.00	0.00	27,472.13	27,472.13	135,013.18	5,148,088.63
1/15/2012	9	189,957.44	0.00	0.00	26,770.06	26,770.06	136,417.32	5,011,671.31
1/15/2013	10	189,957.44	0.00	0.00	26,060.69	26,060.69	137,836.06	4,873,835.25
1/15/2013	11	189,957.44	0.00	0.00	25,343.94	25,343.94	139,269.56	4,734,565.69
1/15/2014	12	189,957.44	0.00	0.00	24,619.74	24,619.74	140,717.96	4,593,847.73
1/15/2014	13	189,957.44	0.00	0.00	23,888.01	23,888.01	142,181.42	4,451,666.31
1/15/2015	14	189,957.44	0.00	0.00	23,148.66	23,148.66	143,660.12	4,308,006.19
1/15/2015	15	189,957.44	0.00	0.00	22,401.63	22,401.63	145,154.18	4,162,852.01
1/15/2016	16	189,957.44	0.00	0.00	21,646.83	21,646.83	146,663.78	4,016,188.23
1/15/2016	17	189,957.44	0.00	0.00	20,884.18	20,884.18	148,189.08	3,867,999.15
1/15/2017	18	189,957.44	0.00	0.00	20,113.60	20,113.60	149,730.24	3,718,268.91
1/15/2017	19	189,957.44	0.00	0.00	19,335.00	19,335.00	151,287.44	3,566,981.47

State Revolving Fund Loan  
\*\*\* Amortized Repayment Schedule \*\*\*

J. NEW BUSINESS ACTION REQUIRED  
e. Contracts and Agreements  
1. FDEP – Proposed Amendment to SRF Loan Agmt.

Sponsor: Wildwood

Funding Number: 769070

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
2/15/2018	20	189,957.44	0.00	0.00	18,548.30	18,548.30	152,860.84	3,414,120.63
8/15/2018	21	189,957.44	0.00	0.00	17,753.43	17,753.43	154,450.58	3,259,670.05
2/15/2019	22	189,957.44	0.00	0.00	16,950.28	16,950.28	156,056.88	3,103,613.17
8/15/2019	23	189,957.44	0.00	0.00	16,138.79	16,138.79	157,679.86	2,945,933.31
2/15/2020	24	189,957.44	0.00	0.00	15,318.85	15,318.85	159,319.74	2,786,613.57
8/15/2020	25	189,957.44	0.00	0.00	14,490.39	14,490.39	160,976.66	2,625,636.91
2/15/2021	26	189,957.44	0.00	0.00	13,653.31	13,653.31	162,650.82	2,462,986.09
8/15/2021	27	189,957.44	0.00	0.00	12,807.53	12,807.53	164,342.38	2,298,643.71
2/15/2022	28	189,957.44	0.00	0.00	11,952.95	11,952.95	166,051.54	2,132,592.17
8/15/2022	29	189,957.44	0.00	0.00	11,089.48	11,089.48	167,778.48	1,964,813.69
2/15/2023	30	189,957.44	0.00	0.00	10,217.03	10,217.03	169,523.38	1,795,290.31
3/15/2023	31	189,957.44	0.00	0.00	9,335.51	9,335.51	171,286.42	1,624,003.89
2/15/2024	32	189,957.44	0.00	0.00	8,444.82	8,444.82	173,067.80	1,450,936.09
3/15/2024	33	189,957.44	0.00	0.00	7,544.87	7,544.87	174,867.70	1,276,068.39
2/15/2025	34	189,957.44	0.00	0.00	6,635.56	6,635.56	176,686.32	1,099,382.07
3/15/2025	35	189,957.44	0.00	0.00	5,716.79	5,716.79	178,523.86	920,858.21
2/15/2026	36	189,957.44	0.00	0.00	4,788.46	4,788.46	180,380.52	740,477.69
3/15/2026	37	189,957.44	0.00	0.00	3,850.48	3,850.48	182,256.48	558,221.21
2/15/2027	38	189,957.44	0.00	0.00	2,902.75	2,902.75	184,151.94	374,069.27
3/15/2027	39	189,957.44	0.00	0.00	1,945.16	1,945.16	186,067.12	188,002.15
2/15/2028	40	189,957.37	0.00	0.00	977.61	977.61	188,002.15	0.00

State Revolving Fund Loan  
\*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Wildwood

Funding Number: 769070

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
Totals:		7,617,259.21	120,827.00	619.69	700,922.18	700,922.18	6,093,968.16	
Total to pay may reflect activity during repayment term								



**BILLS FOR APPROVAL**  
**City of Wildwood, Florida**  
**January 25, 2010**

<b>3. NEW BUSINESS – ACTION REQUIRED</b> <b>f. Financial -</b> <b>1. Bills for Approval</b>
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**CITY COMMISSION-LEGISLATIVE DEPARTMENT**

1	Nextel	Cell Phone Service	\$	30.16
2	PGIT	Workers Comp Insurance	\$	14.19

**CITY MANAGER-EXECUTIVE DEPARTMENT**

3	Payroll	January 16, 2010 Pay Period - Employees 3	\$	9,207.47
4	Florida Dept of Revenue	Unemployment Tax	\$	962.50
5	PGIT	Workers Comp Insurance	\$	86.57

**CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT**

6	Payroll	January 17, 2010 Pay Period - Employees 4	\$	10,076.79
7	Century Link	Phone Service	\$	38.47
8	Citrus Publishing	Ad	\$	155.69
9	Dart Electronics, Inc	Fire Alarm Monitoring	\$	37.43
10	Florida Dept of Revenue	Unemployment Tax	\$	5,350.50
11	Myron	Regatta Diamond Blk/Tan 200 Pocket Calendars	\$	772.87
12	Nextel	Cell Phone Service	\$	27.40
13	Office Depot	Office Supplies	\$	67.75
14	PGIT	Workers Comp Insurance	\$	94.16
15	Progress Energy	Electric Service	\$	104.98
16	Terminix	Monthly Pest Control Contract	\$	75.00
17	Trane	Quarterly Maintenance Contract	\$	1,630.87
18	Valley Casting, Inc	Volunteer Ribbon and Service Pins	\$	158.18
19	Wal-Mart	Banquet Gift Certificates (Late Donation 2008)	\$	250.00

**BUILDING SERVICES**

20	Payroll	January 17, 2010 Pay Period - Employees 3	\$	7,225.82
21	Florida Dept of Revenue	Unemployment Tax	\$	2,868.00
22	Nextel	Cell Phone Service	\$	55.57
23	PGIT	Workers Comp Insurance	\$	516.98

**DEVELOPMENT SERVICES**

24	Payroll	January 17, 2010 Pay Period - Employees 4	\$	8,853.62
25	Nextel	Cell Phone Service	\$	27.40
26	PGIT	Workers Comp Insurance	\$	80.90

**POLICE DEPARTMENT**

27	Payroll	January 17, 2010 Pay Period - Employees 26	\$	51,747.68
28	Custom Kingdom Inc	White T Shirts with 2 Sided Printing	\$	300.00
29	Dell	Computers and Monitors	\$	2,999.94
30	DGG Taser	Grip Plates, 4 yr Warranty	\$	5,043.25
31	Dynometer	Speedometer Calibration	\$	360.00
32	Florida Dept of Revenue	Unemployment Tax	\$	2,579.62
33	H & J Electronics International	Durabook Core 2 Duo	\$	2,855.00
34	Law Enforcement Supply	Belt Keeper, Cocaine Test, Shirts, Bat Stick, Etc	\$	216.99
35	Lustre-Cal	Inventory Tags	\$	358.00
36	National Zip Code Directory	2010 Zip code Book	\$	199.90
37	Nextel	Cell Phone Service	\$	273.83
38	PGIT	Workers Comp Insurance	\$	3,262.02
39	Progress Energy	Electric Service	\$	1,033.03
40	Terminix	Monthly Pest Control Contract	\$	30.00
41	Payroll	January 17, 2010 Pay Period - Employees 9	\$	13,846.12
42	B & M Equipment	Telescopic Boom Rental	\$	424.00

43	Culligan	Cooler Rental and Bottled Water	\$	21.74
44	Fastenal	Carb Cleaner, Bulbs, Cable Ties, Etc	\$	201.32
45	Hi Way Sign Company	Signs	\$	119.88
46	Nextel	Cell Phone Service	\$	113.57
47	PGIT	Workers Comp Insurance	\$	1,834.30
48	Progress Energy	Electric Service	\$	4,687.34
49	Public Safety Center, Inc	Vest	\$	525.51
50	Terminix	Monthly Pest Control Contract	\$	13.00
51	Valley National Gases	Ace #4, Argon, Oxygen, CO-2	\$	113.68

#### **COMMUNITY RE-DEVELOPMENT**

52	Payroll	January 17, 2010 Pay Period - Employees 1	\$	2,471.03
53	Nextel	Cell Phone Service	\$	27.40
54	PGIT	Workers Comp Insurance	\$	23.04

#### **GROWERS MARKET**

55	Payroll	January 17, 2010 Pay Period - Employees 1	\$	343.41
56	Nature Calls	Port O Lets	\$	210.00
57	Nextel	Cell Phone Service	\$	27.40

#### **PARKS AND RECREATION**

58	Payroll	January 17, 2010 Pay Period - Employees 4	\$	6,084.55
59	Century Link	Phone Service	\$	357.47
60	Florida Dept of Revenue	Unemployment Tax	\$	3,286.20
61	Golf Ventures, Inc	Right Angle Blade, Wheel and Tire, Bearing Assm	\$	477.68
62	Job Site Services, Inc	Port O Lets - Lk Deaton & Oxford Park	\$	150.00
63	Nextel	Cell Phone Service	\$	43.84
64	PGIT	Workers Comp Insurance	\$	467.44
65	Progress Energy	Electric Service	\$	689.34
66	Terminix	Monthly Pest Control Contract	\$	60.00

#### **COMMUNITY CENTER**

67	Terminix	Monthly Pest Control Contract	\$	30.00
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#### **PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT**

68	Payroll	January 17, 2010 Pay Period - Employees 3	\$	5,329.22
69	Business Basics Etc., LLC	2 Black Stamps	\$	40.00
70	Century Link	Phone Service	\$	34.61
71	Dart Electronics, Inc	Fire Alarm Monitoring	\$	37.42
72	Office Depot	Office Supplies	\$	14.15
73	PGIT	Workers Comp Insurance	\$	46.86
74	Terminix	Monthly Pest Control Contract	\$	15.00
75	Trane	Quarterly Maintenance Contract	\$	1,630.88

#### **WATER DEPARTMENT**

76	Payroll	January 17, 2010 Pay Period - Employees 9	\$	16,820.11
77	American Backflow	Check Valves	\$	64.34
78	Dumont Company, Inc	Clear Flow PT - 8037	\$	1,444.00
79	HD Supply Waterworks	Gaskets, PVC Restraint, Regular Acc Set	\$	943.19
80	Nextel	Cell Phone Service	\$	228.20
81	Office Depot	Office Supplies	\$	6.88
82	PGIT	Workers Comp Insurance	\$	1,253.53
83	Progress Energy	Electric Service	\$	2,574.95
84	Sumter Electric	Electric Service	\$	4,163.23

85	Sunshine State One Call	Locator Digs for Month of December 2009	\$	104.62
86	Terminix	Monthly Pest Control Contract	\$	30.00

#### **REFUSE DEPARTMENT**

87	Payroll	January 17, 2010 Pay Period - Employees 7	\$	15,153.10
88	Culligan	Cooler Rental and Bottled Water	\$	21.75
89	PGIT	Workers Comp Insurance	\$	3,184.41
90	Sumter County Solid Waste	Tipping Fees	\$	920.36
91	Sumter Sanitation	Tipping Fees	\$	19,573.46
92	Terminix	Monthly Pest Control Contract	\$	13.00
93	US Health Works	Blood Alcohol, 8 Panel Drug - Accident	\$	70.00
94	Wildwood Truck Wash	Truck Washing	\$	100.00

#### **WASTEWATER DEPARTMENT**

95	Payroll	January 17, 2010 Pay Period - Employees 16	\$	32,282.10
96	Briggs Construction Equipment	Fuel Cap	\$	16.47
97	Century Link	Phone Service	\$	277.64
98	Culligan	Bottled Water	\$	84.94
99	E & B Hauling Services, LLC	Cake Removal	\$	2,496.00
100	Fort Bend Services, Inc	Polymer	\$	2,798.93
101	HACH	Nutrient Buffer, Plate Count Tubes, Spec Color, Etc.	\$	373.47
102	Hayes Pipe Supply, Inc	Valve Box Auger	\$	129.95
103	HD Supply Waterworks	Blue & Green Wire, Detecto Tape, Tapt Plug, Etc	\$	1,559.56
104	ITT Water & Wastewater USA	Replacement Pump	\$	6,283.00
105	Nextel	Cell Phone Service	\$	143.82
106	Odyssey	Hypochlorite Solutions	\$	2,507.50
107	PGIT	Workers Comp Insurance	\$	1,477.51
108	Progress Energy	Electric Service	\$	863.25
109	Sumter Electric	Electric Service	\$	395.23
110	Sunshine State One Call	Locator Digs for Month of December 2009	\$	104.61
111	Terminix	Monthly Pest Control Contract	\$	30.00
112	Test America	Environmental Testing	\$	183.75
113	Triple Crown Trailers, Inc	A-Frame Bolt, Cap w/Caster	\$	80.01
114	USA Bluebook	Flag Purple w/ White Letters	\$	166.82
115	Water Resource Technologies	Simplex Grinder Pump Station	\$	2,917.00
116	Xpress Materials, LLC	Concrete Pour	\$	140.00

#### **GREENWOOD CEMETERY**

117	Progress Energy	Electric Service	\$	13.06
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#### **FUEL INVENTORY**

118	Stone Petroleum Products, Inc	Ultra low Sulfur Diesel	\$	2,478.54
119	Stone Petroleum Products, Inc	Regular Unleaded Gasoline	\$	7,851.00

<b>TOTAL</b>			\$	296,149.22
--------------	--	--	----	------------

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor

*City of Wildwood Florida*  
*Wastewater Department*  
*1290 Industrial Drive Wildwood, Florida 34785*

*William "Pete" Bennett- Director*

*Telephone # 352-330-1349*

*Fax # 352-330-1350*

DATE: January 20, 2010

TO: Robert Smith  
City Manager

FROM: Pete Bennett 

RE: Influent CCC Pumps

The CCC Tank Feed Pump station was originally used to pump water from the Secondary Clarifiers to the Parkson Dynasand Filters. The original pumps were 5 HP Flygt Pumps using the controls still in use. The original pumps were installed in 1995. Due to the recent plant expansion the Dynasand Filters were converted to CCC Tanks. The CCC Tank Feed Pumps were started on June 14, 2007. The pumps are Flygt Model NP-3127, 7.5 HP. 3 Phase 460 Volt rated pumps. The pumps were upgraded due to the plant capacity upgrade to 3.55 MGD. However the existing wiring, controls and Motor Control Circuits were not upgraded.

On Wednesday, January 6, 2010 at approximately 1945 hours (7:45 p.m.) the CCC Tank Feed Pumps failed causing the Filter Effluent flow to flow over the Filter Reject trough into the on-site reject holding ponds. At 0700 hours on Thursday January 7, 2010 staff arrived and discovered the problem. The staff was unable to restart any of the pumps in hand or auto. Troubleshooting of the problem began as soon as possible. At 11:00 hours personnel was able to start one pump using a screwdriver shoved into the motor control starter allowing the motor to run at full speed. By 1700 hours (5:00 p.m.) on the 7<sup>th</sup> Cogburn Electrical crews had one pump operational by bypassing all automatic and hand controls using an extension cord to energize the Motor Starter coil. The coil was able to operate due to the bypass using the extension cord but could not work with the other equipment in the panel. The pump operated at full speed as the Variable Frequency Drive was also bypassed.

Cogburn Electrical performed troubleshooting of the electrical and control equipment to determine the possible cause of the problem and the extent of the damages. They found that in a conduit carrying relay control wiring (120 volt, single phase) from the MCC (Motor Control Center) to the control panel on top of the CCC Tank Feed Well had shorted out in the conduit. Shorting out in a conduit may be caused by various reasons such as, during installation, wire covering may be torn off in sections or points of wiring in the conduit and over time due to excess heat of the wires the covering may break down and arcing may occur between a 120 volt feed wire and a neutral wire causing the wires to burn and short out. Wiring may also short out due to age and fatigue over a period of time. The wiring in question was installed in early 1995 and there have been cases where wiring has failed in less time than that.

Cogburn Electricians found that due to the short circuit time delay relays and motor starters in the four units suffered damage. The shorted out control circuit was connected to the time delay relays in such a manner that the circuitry damaged the electronics of the relays making them inoperable. Pumps 3 and 4 were operating in automatic at the time of the failure and because of that the Motor Starters were damaged due to the contact and coil chatter created by the repeated arcing of the short circuiting wires.



Mark Luzadder came in to repair and bypass the 120 volt and 4-20 mA signal circuits to the four pumps. Mark also bypassed some of the circuits in the SCADA systems to prevent any more false alarm signals. We now know that there was extensive chatter due to the fact that on Wednesday during the day the plant received high turbidity alarms which were actually false alarms but due to the wiring of the system was tied to the problem. The motor starters were damaged in such a way as to require them to be replaced totally. The motor contacts and coils were welded together due to the arcing problem requiring replacement. Pumps 1 and 2 were off at the time of the wire failure but suffered damage to the time delay relays and the starter contacts as well by being a part of the overall control circuit which is what failed initially.

On Thursday January 14<sup>th</sup> Cogburn electricians returned to the plant to attempt to get another pump on-line. By robbing parts from other MCC Panels they were able to get pump # 4 on automatic using the VFD unit and controls. They also were able to find parts to get pump # 3 on using an extension cord on a found motor starter. Should we lose either of the two pumps again, our plant operation will be jeopardized.

During the troubleshooting and stop gap repairs the electricians and plant staff noticed that all of the Circuit Breakers for the pumps showed arcing within the breakers themselves. Extensive carbon trails have developed at the contacts within the breakers. Carbon trails could be caused by excessive heat within the circuit breaker itself. Over a period of time the circuit breaker will begin tripping for no known reason at all. When the breaker tripping occurs it usually indicates possible failure of the thermal trip section of the breaker. The solution for this sort of failure is replacement of the circuit breakers at that time. Due to the carbon trails, wear and possible back feed damage caused by the shorted wiring all involved determined that in addition to the controls being replaced the circuit breakers need to be replaced.

Because of the age of the equipment replacing parts was not feasible. Due to their age the original parts are obsolete. Therefore the only alternative is to totally replace the Motor Control Circuit units as a whole.

As an additional part of the history of the Pump Station, Bobby, many times has asked BFA for help on this matter. During the recent plant expansion on site construction meetings (2006-2008), Bobby repeatedly expressed his concern to BFA representatives about the pump station's age and possibility of electrical or electronic control failure. Bobby requested that both Ron Ferland and Roger Densberger look at the situation of the pump station controls and electrical system.

  
Bobby Valentich, Plant Manager  
David Bridges, Lead Operator

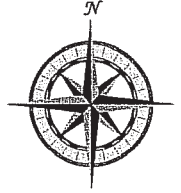
## LUZADDER INC.

January 18, 2010

*INSTRUMENTATION AND CONTROLS*

**Quote  
12010**

125 Glen Ridge Avenue  
Temple Terrace, FL 33617  
(813) 245-0252  
Fax: (813) 914-7288  
markluzadder@aol.com



**Bobby Valentich  
City of Wildwood  
1290 Industrial WWTP  
Wildwood, FL. 34785**

**Re: CCC Pumps**

**Integrate Pumps to SCADA.  
Control speed of pumps using existing VFD's to maintain level in the CCC.  
Provide auto/manual control at operator's console.  
Make the MMC bucket's work as a constant speed control in manual.**

**Luzadder Inc. is pleased to provide and install all the parts and start-up on reference project.**

**Cost to complete referenced project.      \$12,000.00**

**Price excludes replacement of VFD's. At the present time the drives are undersized for the existing pump motors.**

**Please contact me if you have any questions or comments...**

**Sincerely,**

**Mark Luzadder**

After Cogburns finishes the installation on all the above items, the second part of the CCC Basin #1 pumps will need to be completed. This being Instrumentation & Controls by Luzadder Inc. which is the only reliable local IC tech to response to our problems 24/7.

#### The Scope of Work

Provide a bypass around the Programmable Logic Control (PLC) System which has further potential for crashing totally.

Integrating the existing level control telemetry into the main Kruger SCADA system.

Provide for the means of auto/manual control at the operators control center. Control of the pumps needs to be able to run in hand or auto, this condition will include remote location properties. Automatic, manual controls and level indicators will be provided on the Kruger SCADA System.

Integration into the on call phone alarm system. This will allow operators to respond as needed should a malfunction occur.

Luzadder Inc. has done quite a few projects for the City of Wildwood, i.e. Pump house at Lake Miona, IC at the R12/NSU. They are familiar and have worked with the PLC Systems at the plant and would not need extra time or expenses to come up to speed with the system as other contractors would need. Having an IC Contractor that can be retained rapidly to troubleshoot situations with the PLC Systems is crucial for the operation of the WWTF Systems. The City of Wildwood has been pleased with the past work that Luzadder Inc. has provided.

# Cogburn Bros. Electric

January 15, 2010

Wildwood WWTP

Attention: Bobby  
RE: Replacement MCC Buckets

**Copy**  
**-For Your Information-**

Klochner Moeller MCC Buckets

Size 1 FVNR, SER 2000 Bucket  
480V/3PH/60HZ, 65KA, N1, 10HP.  
CBFVNR Starter (11 FLA) 12" Bucket Door  
And Operator, No Divider Pan CPT, HOA,  
2 AUX Contacts, Red Run Lights and Hour Meter

\$4700 Ea.  
4 Units \$18,800

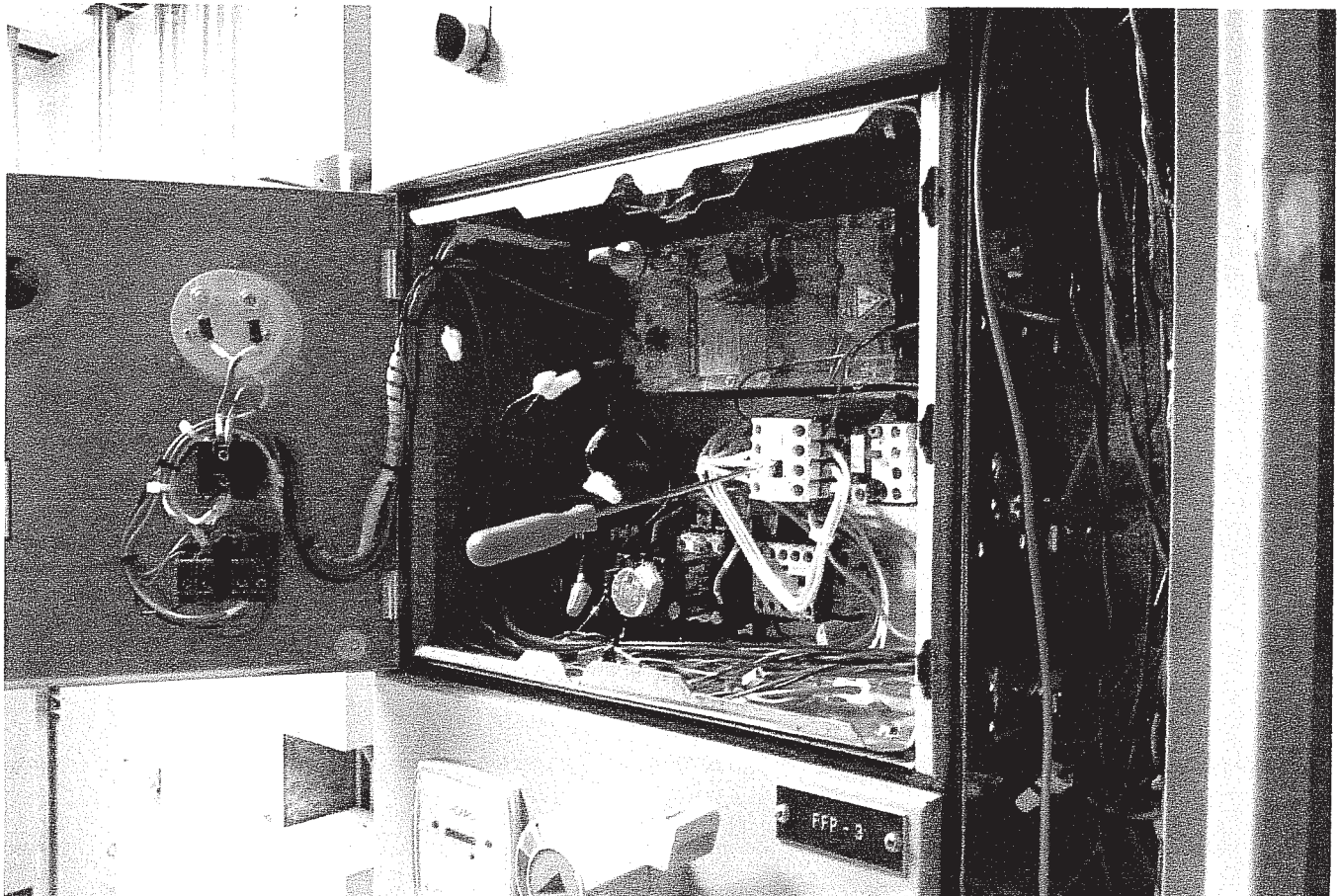
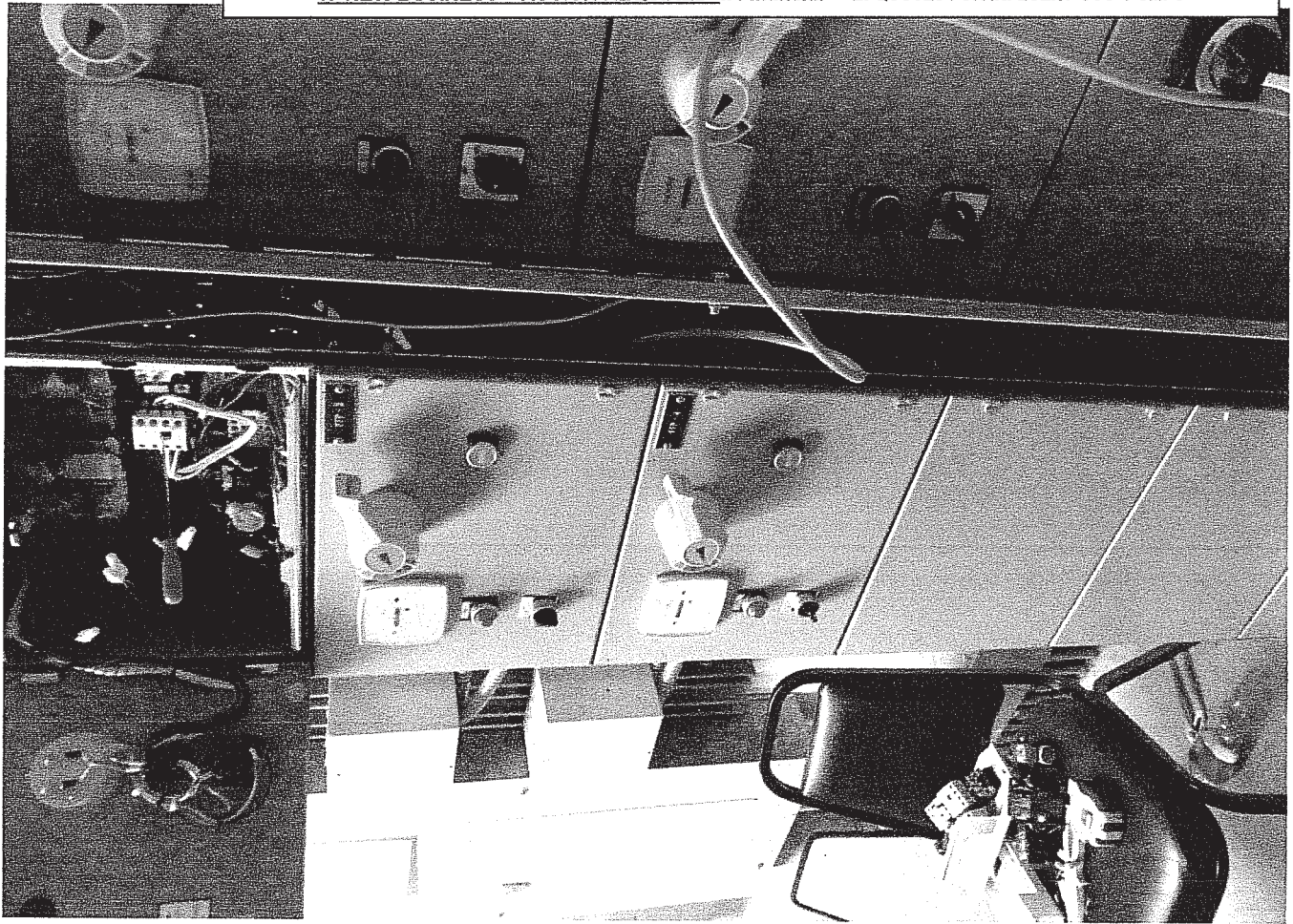
Expedited Lead-Time would be, 2 units could be shipped 7-10 days  
ARO and other 2 units 7-10 Days after first shipped. The units  
Will be shipped from Huston TX at standard freight

This does not include labor

If you have any Questions or need additional information please do not hesitate to contact  
me.

Sincerely  
Bill Capps  
904 652 1052







City of Wildwood, Florida

**PROPOSED BUDGET PREPARATION & WORKSHOP SCHEDULE**

Fiscal Year 2010-2011 Budget

**March – April 2010:** Departments to work on 2010-2011 Budget & Capital Improvements requests. Evaluation of employees to be completed by April 1st

**April – May 2010:** City Mgr. to meet with Dept. Heads to formalize 2010-2011 budget. 2009-2010 Budget Analysis Report will be presented to Commission.

**June 2010 :** City Manager and Clerk's Office to create and finalize budget

<b><u>June 14<sup>th</sup>, 2010</u></b> – 7:00 PM – Regularly Scheduled City Commission meeting – City Manager evaluation forms to be presented to Commission	<b><u>June 28<sup>th</sup>, 2010</u></b> – 7:00 PM – Regularly Scheduled City Commission meeting – City Manager evaluation to be discussed
--	--

**June 29<sup>th</sup>, 2010** – Budget to be completed and presented to Commission (One week prior to first workshop)

**July 6<sup>th</sup> or 7<sup>th</sup>, 2010** – (Board Option) First Budget Workshop – 9:00 AM – 12:00 Noon

**July 12<sup>th</sup>, 2010** – 7:00 PM – Regularly Scheduled City Commission meeting

**July 19<sup>th</sup>, 2010** – Second Budget Workshop – 9:00 AM – 12:00 Noon

<b><u>July 26<sup>th</sup>, 2010</u></b> – 7:00 PM – Regularly Scheduled City Commission meeting	<b><u>August 9<sup>th</sup>, 2010</u></b> – 7:00 PM – Regularly Scheduled City Commission meeting
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**August 16<sup>th</sup>, 2010** – Third Budget Workshop (if needed)

**August 23rd, 2010** – 7:00 PM – Regularly Scheduled City Commission meeting

**PROPOSED Public Hearings On Millage / Budget**

<b><u>September 13<sup>th</sup>, 2010</u></b> – (Monday) 7:00 PM – First Public Hearing – and, Approval of City Manager's Contract	<b><u>September 28<sup>th</sup>, 2010</u></b> – (Tuesday) 7:00 PM – Second/Final Public Hearing
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June 2010						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 City Commission Mtg. 7PM Present City Manager evaluation forms	15	16	17	18	19
20	21	22	23	24	25	26
27	28 City Commission Mtg. 7PM City Manager evaluation to be discussed	29 Proposed Budget to be completed and delivered to commission - One week prior to first workshop	30			

July 2010						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
4	5	6th <u>BOARD OPTION -</u> FIRST BUDGET WORKSHOP - 9AM - 12Noon	7th <u>BOARD OPTION -</u> FIRST BUDGET WORKSHOP - 9AM - 12Noon	8	9	10
11	12 City Commission Mtg. 7PM	13	14	15	16	17
18	19 SECOND BUDGET WORKSHOP - 9AM - 12Noon	20	21	22	23	24
25	26 City Commission Mtg. 7PM	27	28	29	30	31



August 2010						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
8	9 City Commission Mtg. 7PM	10	11	12	13	14
15	16 THIRD BUDGET WORKSHOP - if needed	17	18	19	20	21
22	23 City Commission Mtg. 7PM	24	25	26	27	28
29	30	31				

**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

3. NEW BUSINESS – ACTION REQUIRED  
g. General Items for Consideration  
(2) Discussion relative to the purchase of King  
Park Court property – Offer due by February 16th

**SUBJECT:** USDA King Park Court Property Purchase

**REQUESTED ACTION:** Board Option

☐ Work Session (Report Only)

☒ Regular Meeting

**DATE OF MEETING:** 1-25-10

☐ Special Meeting

**CONTRACT:** ☐ N/A

Effective Date: \_\_\_\_\_

Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_

Termination Date: \_\_\_\_\_

**BUDGET IMPACT:** \$TBD.

☐ Annual

☒ Capital

☐ N/A

**FUNDING SOURCE:** \_\_\_\_\_

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

**Impact Fees**

Police

**HISTORY/FACTS/ISSUES:**

Mayor and Commission,

At a prior meeting, City staff discussed the potential purchase of the King Park Court property. This property is situated south of MLK Park and north of the future police station site along CR 213. USDA currently owns the property and has recently advertised the property for sale.

Prior to the ad going out, I met with R.C. Quainton and Stephanie Hodges of USDA in Ocala relative to the potential purchase of the property. They explained to me that this is a unique situation for the USDA due to the fact that they are looking to sell the property for a non approved project. Meaning they usually only re-sell the property to qualified projects that will construct affordable housing. For this site, it has been approved for a non project sale. Their policy states that it is recommended that they offer this property for sale by a public bid process. I had requested that they communicate with thier "higher ups" to see if they will accept net recovery value for the property and offer it to the city prior to initiating the public bid process. I received a response last wee that they will not.

The City has until February 16th to make an offer on the property. The asking price is the same as what was included in the appraisal, \$211,950 (\$33,325 an acre), the amount for demolition, \$74,250, was already deducted from the asking amount. Joseph Jacobs has been in contact with other appraisers in order to get an estimate of cost if the City chooses to do their own appraisal. The appraisers quoted \$3,500-\$4,000 for the property. This is relative to the complex nature of the appraisal (income earning property).

Currently the City has \$201,000 in the Police Impact Fee Account. Impact fees are required to be utilized within 6 years of collection. This fund would be used to pay for the property. If it is determined at a later time that the park can be expanded to include this property, then parks and recreation impact fees will be utilized (@ \$11,000 currently in fund).

City staff requests the Commission to determine which figure should be used if the City is still interested in the property. 10% below the asking price \$190,755 (\$29,992 an acre).

From:

*Jerri A. Blair, P.A.*

Attorney and Counselor At Law

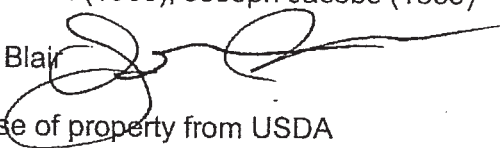
Jerri A. Blair  
Attorney at Law

131 W. Main St.  
P.O. Box 130  
Tavares, FL 32778-0130  
Lake (352) 343-3755  
Sumter (352) 748-3728  
(352) 343-5301 fax

11/12/2009 04:51 #863 P.001/001  
3. NEW BUSINESS - ACTION REQUIRED  
8. General Items for Consideration  
(2) Discussion relative to the purchase of King  
Park Court property - Offer due by February 16th



MEMO

TO: Robert Smith (1338); Joseph Jacobs (1339)  
FROM: Jerri A. Blair   
RE: Purchase of property from USDA  
DATE: November 12, 2009

When a municipality seeks to purchase real property for a municipal purpose, any offer or counter offer or any appraisal must be in writing and may be exempt from any requirement of public disclosure or inspection until an option contract is executed or until 30 days before a contract or agreement for purchase is considered for approval by the Commission. Accordingly, we could make an offer to purchase in writing to the USDA. In order to do so, we need at least one appraisal if the purchase is for an amount of not more than \$500,000.00. If it is for more than \$500,000.00, we have to get two appraisals. If the purchase price is more than the appraised value, we have to have at least a 4 to 1 vote to purchase. Unfortunately, there is no way to discuss this with the Commission as a whole outside of a public meeting because of the requirements of Chapter 286, the Sunshine Law. However, I believe they did approve an offer of 10% below the appraised value. Accordingly, once we get an appraisal, it will be exempt until after the bids are opened and we can use the appraisal to structure our bid to USDA.

**TABLE OF CONTENTS**

Borrower/Client	King Park Court Apartments			Unit No. N/A	
Address	700 Walker Road				
City	OWildwood	County	Sumter	State	Florida
Lender/Client	USDA Rural Development			Zip Code	34785

**3. NEW BUSINESS – ACTION REQUIRED**  
**g. General Items for Consideration**  
**(2) Discussion relative to the purchase of King Park Court property – Offer due by February 16th**

**Page Description****Page(s)**

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Appraisal Report Residential Income Property (71A) (4/04)	2
Additional 71A Comparables (Sales) (4/04)	10
Text Addendum	11
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Subject Photos	16
Subject Photos	17
Subject Photos	18
Subject Interior Photos	19
Location Map	20
Building Sketch	21



Limited Appraisal in a Summary Format

PROPERTY IDENTIFICATION

Borrower/Client	King Park Court Apartments	File No.	2009-15
Property Address	700 Walker Road	Map Reference	STR 7-19-23
City	Wildwood	Census Tract No.	12 19 9902
County	Sumter	State	Florida
Legal Description	W1/2 OF S 420 FT OF NW1/4 OF NW1/4 Sumter County Property Appraiser # G07=044		
Zip Code	34785		

Current Sale Price (if applicable) \$	Foreclosure	Date of Sale	N/A	Loan Requested \$	N/A
Terms of Sale	Foreclosure				
Property Rights Appraised:	<input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold (attach completed Ground Lease Analysis Freddie Mac Form 461)				
Lender	USDA Rural Development				
Lender's Address	4440 NW 29th Place, Gainesville, FL 32614				

*Instructions to Appraiser: The purpose of this Appraisal is to estimate the current Market Value of the Subject Property. The definition of the Market Value is the highest price in terms of money which a property will bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in cash or its equivalent; (5) financing, if any, is on terms generally available in the community at the specified date and typical for the property type in its locale; (6) the price represents a normal consideration for the property sold unaffected by special financing amounts and/or terms, services, fees, costs, or credits incurred in the transaction. ("Real Estate Appraisal Terminology," published 1975.)*

**Note: Freddie Mac does not consider the racial composition of the neighborhood to be a relevant factor, and it must not be considered in the appraisal.**

Other Information	Foreclosure Appraisal
Appraisal requested from	USDA Rural Development
Date	4/20/2009
By	Elizabeth Whitaker

ATTACHMENTS

If this Appraisal is made for Freddie Mac, attach items 1, 2, 5, 6, and 7. Attach additional items and check box if considered appropriate for this Appraisal.

- |   |  |
|---|--|
| 1. <input checked="" type="checkbox"/> Descriptive photographs of subject property                                      | 8. <input checked="" type="checkbox"/> Map(s) <u>Subject</u>   |
| 2. <input checked="" type="checkbox"/> Descriptive photographs of street scene  | 9. <input type="checkbox"/> Plot plan or survey  |
| 3. <input checked="" type="checkbox"/> Photographs of <u>Subject site</u>   | 10. <input type="checkbox"/> Qualifications of Appraiser   |
| 4. <input checked="" type="checkbox"/> Aerial photograph  | 11. <input type="checkbox"/> Ground Lease Analysis Freddie Mac Form 461 (required if leasehold interest appraised)   |
| 5. <input checked="" type="checkbox"/> Sketch or floor plan of typical units  | 12. <input type="checkbox"/> Summary of reciprocal agreements with other owners for use of parking; driveways, recreational facilities, private streets (required if applicable) |
| 6. <input type="checkbox"/> Owner's current certified rent roll if existing or, pro forma if proposed or incomplete     | 13. <input type="checkbox"/>   |
| 7. <input type="checkbox"/> Owner's income and expense statement _____ (year) or pro forma income and expense statement | 14. <input type="checkbox"/>   |
|   | 15. <input type="checkbox"/>   |

SUMMARY OF SALIENT FEATURES

TOTAL NUMBER OF APARTMENT UNITS	32
CONSTRUCTION: <input type="checkbox"/> Existing Property, Approx. Year Built <u>1981</u> <input checked="" type="checkbox"/> Proposed Construction <input type="checkbox"/> Under Construction	
DATE OF APPRAISED VALUE	4-27-2009
ESTIMATED MARKET VALUE (Unfurnished) (SEE PAGE 8 FOR CONDITIONS AND REQUIREMENTS)	\$ 211,950.00
Value: Per Unit \$ <u>6,623</u> Per Room \$ _____ Per Sq.Ft. of Building Area \$ _____	
GROSS ANNUAL INCOME MULTIPLIER	N/A
OVERALL CAPITALIZATION RATE	N/A %
FORECASTED GROSS ANNUAL ECONOMIC INCOME	\$ N/A
VACANCIES: Actual No. Vacant <u>32</u> Percentage of Total Units <u>100.00 %</u>	
Projected Percentage of Forecasted Gross Annual Economic Income <u>100.00 %</u>	\$ N/A
FORECASTED ANNUAL EXPENSE AND REPLACEMENT RESERVES ( _____ % of Forecasted Gross Annual Economic Income)	\$ N/A
FORECASTED NET ANNUAL INCOME FROM REAL PROPERTY	\$ N/A
PARKING RATIO	2.00/1 spaces/units

SUMMARY OF NEIGHBORHOOD AND PROPERTY

NEIGHBORHOOD	GOOD	AVG.	FAIR	POOR	PROPERTY	GOOD	AVG.	FAIR	POOR
Employment Stability of Immediate Location		<input checked="" type="checkbox"/>			Architectural Attractiveness			<input checked="" type="checkbox"/>	
Convenience to Employment Centers		<input checked="" type="checkbox"/>			Landscaping				<input checked="" type="checkbox"/>
Protection from Detrimental Conditions		<input checked="" type="checkbox"/>			Quality of Construction (Materials & Finish)			<input checked="" type="checkbox"/>	
Adequacy of Shopping Facilities		<input checked="" type="checkbox"/>			Condition of Exterior				<input checked="" type="checkbox"/>
Adequacy of Public Transportation			<input checked="" type="checkbox"/>		Condition of Interior				<input checked="" type="checkbox"/>
Adequacy of Utilities		<input checked="" type="checkbox"/>			Room Size and Layout		<input checked="" type="checkbox"/>		
Police and Fire Protection		<input checked="" type="checkbox"/>			Closets and Storage		<input checked="" type="checkbox"/>		
Recreational Facilities		<input checked="" type="checkbox"/>			Light and Ventilation		<input checked="" type="checkbox"/>		
Property Compatibility			<input checked="" type="checkbox"/>		Overall Livability			<input checked="" type="checkbox"/>	
General Appearance of Properties				<input checked="" type="checkbox"/>	Compatibility to Neighborhood				<input checked="" type="checkbox"/>
Appeal to Market				<input checked="" type="checkbox"/>	Overall Appeal and Marketability				<input checked="" type="checkbox"/>

## 3. NEW BUSINESS - ACTION REQUIRED

## AREA DATA

The ☐ City ☒ County ☐ Area population is approximately 65,103  
 Population: ☒ Increasing 2.00 % per year ☐ Stable ☐ Decreasing % per year  
 Describe the economic base which contributes a major influence on the stability of real estate The Villages is a large retirement community located in the northeast section of the county. It is a major contributor to the growth in the area. Most of the employment goes toward supporting this retirement community and its growth.  
 Discuss employment stability The current growth trends in the area will continue for many years. The major contributor to this growth is the Village (retirement community) that offers a wide assortment of activities. The city of wildwood has a major railroad yard. Progress Energy also has warehouse in the area. The county has good access to I- 75 and Florida Turnpike .  
 Rent Control: ☐ Yes ☒ No Comment  
 Are local government agencies discouraging apartment development? ☐ Yes ☒ No Comment  
 General comments, if applicable The county is experiencing good growth in the north due to the Villages of Lake/ Marion/ Sumter. The Villages area major employer for the area. The village offer employment opportunities in construction, leisure services, and medical fields.

## NEIGHBORHOOD AND MARKETING AREA

Type: ☐ Urban ☒ Suburban ☐ Rural Property Values: ☒ Increasing ☐ Stable ☐ Declining  
 Present Land Use: Built up % Single Family 25 % Condominiums <5 % Apartments <5 % Commercial 5 % Industrial 5 %  
 Agriculture 60 %  
 Change in Present Land Use: ☐ Not Likely ☒ Likely or ☐ Taking Place From Low density (agriculture) to High density (Residential)  
 Comment, if applicable The subject neighborhood include Sumter and Lake County. Lake county is located to the east of the subject's county but a similar market.  
 Describe overall property appeal and maintenance level The subject is completely vacant, and virtually no maintenance has been conducted over the years.  
 Describe any incompatible land uses (if none, so state) Vacant land is located to the north, south and east. Single family sites are located across the street to the west. Industrial uses are located to the southeast. A tire recycling facility is located to the southeast of the property.

Single Family: Price range \$ 80,000.00 to \$ 1,000,000.00 Predominant \$ 103,000.00 Age New yrs. to: 50 yrs. Predominant 10 yrs.  
 Apartments: Predominant range in immediate area (excluding extremes) WALK-UP ELEVATOR  
 Number of units in each building 2-6 units N/A units  
 Age 3-20 years N/A years  
 Height (number of stories) 1-2 stories N/A stories  
 Condition Average N/A  
 Rental range by unit type:  
 Unit Types: 1 Bedroom \$ 400.00 \$ 500.00  
 2 Bedroom \$ 465.00 \$ 1010.00  
 3 Bedroom \$ 510.00 \$ 1453.00  
 \$ N/A

Comment on any unusual aspects of the above ranges The lower end of the range represents subsidized housing. Rental rates are based on amenities offered (pool, laundry and playground). The subject does not have any amenities that would have a positive impact on rents. The rental rates were research from Rent. Com., Florida Housing Data Clearinghouse, and neighborhood inspection.

Est. neighborhood apartment vacancy rate % ☐ Decreasing ☒ Stable ☐ Increasing. Rent Levels are ☐ Increasing ☒ Stable ☐ Decreasing.  
 Describe the unit type(s) by number of bedrooms and rental range that are in the greatest tenant demand The subject is comprised of 2/1 (28), and 3/1 (4) units.  
 While the bedroom count is typical for the area, recent trends in the new construction have shown a shift toward more 2 bath units. The 2 bedrooms are typically in the greatest demand.

Describe the unit type(s) by number of bedrooms and rental range that are in oversupply The zoning and land use for the development allows for up to 15 units per acre. The lay out of the development will not allow for additional units to be built. The subject is zoned R-3 high density residential.

Describe the potential for additional units in area considering land availability, zoning, utilities, etc. The current market conditions are in adequate supply.

Describe the unsatisfied demand for additional units in area by type and rental None

Is population of relevant market area of insufficient size, diversity and financial ability to support subject property and its amenities? No If yes, specify.

ITEM	DISTANCE FROM SUBJECT PROPERTY
Public Transportation	Taxi cab. No forms of Mass public transportation available.
Employment Centers	Within 5 miles of site.
Shopping Facilities	Within an estimated 2 miles of site.
Grammar Schools	An estimated 2 miles from the site
Freeway Access	Less than .5 mile to CR 44 to the south

## ACCESS or CONVENIENCE

GOOD	AVG.	FAIR	POOR
	X		
	X		
	X		
	X		
	X		

Describe any probable changes in the economic base of neighborhood which would either favorably or adversely affect apartment rentals (e.g., employment centers, zoning) The county is experiencing favorable growth in all areas. The employment opportunities are increasing in the service industry. The county's economy was base on agriculture but is quickly shifting away from this due to the growth in the residential population

General comments including either favorable or unfavorable elements not mentioned (e.g., public parks, view, noise, parking congestion) Subject has an excellent central location with a good network of roads. Growth in the north side of the county has greatly improved employment opportunities in the service and construction industries.

## SITE

Dimensions	Due to a lack of a survey the acreage is based on the Sumter County Property Appraiser _____ Area 6.36 acres	1995
Zoning (classification, uses, and densities permitted)	R-3 is high density residential. Future land use will be change the zoning to R-F. Density allows 8 units per acre.	1995

Present improvements ☒ do ☐ do not conform to zoning regulations

Highest and best use: ☒ Present use ☐ Other (specify)

Site Improvements: ☒ Public Water ☐ Private Well ☒ Public Sewer ☐ Septic Tank ☐ Storm Sewer ☒ Sidewalk  
☐ Curbs ☐ Gutters ☐ Alley ☒ Street Lights ☒ Electricity ☒ Gas  
☒ Underground Electricity and Telephone ☐ \_\_\_\_\_

Access By: ☒ Public Street ☐ Private Road Street Surface: \_\_\_\_\_  
 Maintained By: ☒ Municipality ☐ Private Association (attach summary of Association documents)

Ingress and egress (adequacy and safety) Subject has access from Walker Road which adjoins the west boundary. Walker road is a two lane asphalt paved road. County road 44 is located to the south.

Topography: view amenity; lot drainage; flood condition; slopes, etc. Subject site is level. Vacant land adjoins the north, east and south boundary. Industrial uses are located off the southeast corner.

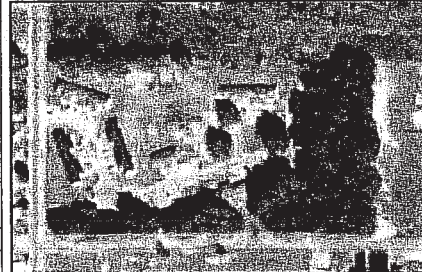
Single family residential uses are located across the street to the west.

Easements or encroachments on site and off Site (if any) No adverse easement or encroachments  
were noted during my inspection of the subject site or noted in the legal.

**Is the property located within a HUD Identified Special Flood Hazard Area?** No

Favorable or unfavorable conditions not mentioned above including any nonconforming use(s) of present improvements. 1202990005C WILDWOOD,CTY/SUMTER CO 12/26/1980

Lot sketch showing lot dimensions, distance to nearest corner and the location of any nearby detrimental conditions.



### DESCRIPTION OF IMPROVEMENTS

[illegible]

PARKING: Total Spaces 66 In Buildings 0 In Garage (separate) 0 In Carport 0 Open (on-site) 66  
 Parking Ratio 2.00/1 Space(s)/Unit. Discuss parking adequacy and convenience to apartment units Subject has the typical number of units for this type of development.

Driveways, curbing, sidewalks, lighting (adequacy and condition) the development.	Concrete drives, walks and curb stops. The side walks in front of the units act as curb stops for
---	---

Describe recreational facilities	Open area
----------------------------------	-----------

Describe basement, lobby, garage, laundry and other building items not described above Laundry has 2 washing machines and 2 dryers.

Comment if any of the above items or other building items are inadequate or are below average condition boarded up. The subject interiors are in poor condition. All units are

Recommended observable repairs: (List repairs, painting, termite treatment, etc., you recommend be made to the improvements to make the property readily marketable; if none, so state.) The development needs new floor covering and paint on the interior and exterior. The exterior siding has major rot. The concrete is in poor condition.

General comments, if applicable None

## COST APPROACH

LAND VALUE ESTIMATE: (Include comparable land data if available and appropriate for this appraisal)

**(2) Discussion relative to the purchase of King Park Court property – Offer due by February 16th**

Comments and Reconciliation: I have concluded a \$45,000 per acre value for the subject property.

<b>ESTIMATED LAND VALUE:</b>	\$ 45,000.00	per Acre	or \$	286,200.00
------------------------------	--------------	----------	-------	------------

### IMPROVEMENTS - ESTIMATED REPRODUCTION COST NEW

Source of Cost Data: (Optional)  
Sales data was extracted from the market place.  
Demolition costs are from Marshall and swift.

	Sq. Ft. @ \$	\$
	Sq. Ft. @ \$	\$
	Sq. Ft. @ \$	\$
	Sq. Ft. @ \$	\$
	Sq. Ft. @ \$	\$
	Sq. Ft. @ \$	\$
Carports	Sq. Ft. @ \$	\$
Garage	Sq. Ft. @ \$	\$
Porches, patios, balconies, stairs, etc.	Sq. Ft. @ \$	\$
Fences, walls		\$
Paving, walks and lighting		\$
Landscaping		\$
Recreational facilities		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Land Value		286,200.00
Demolition Costs		-74,250.00
Total Estimated Reproduction Cost New of Improvements		211,950.00
Less Total Depreciation		
Depreciated Value of Improvements		211,950.00
Add Estimated Land Value		
<b>INDICATED VALUE BY THE COST APPROACH (IN FEE SIMPLE) *</b>		211,950.00
Rounded to		211,950.00

Comments, including explanation of depreciation: Value of the subject, is the land value minus the demolition costs.

\* If property involves leased land, show calculations for fee interest. N/A

Deduct value of fee interest	\$	211,950.00
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<b>INDICATED VALUE OF LEASEHOLD INTEREST BY THE COST APPROACH \$</b>	<b>211,950</b>
--	----------------



## 3. NEW BUSINESS - ACTION REQUIRED

## COMPARABLE RENTAL DATA

consideration

Comparables selected are the most recent rentals, similar and proximate, known to the undersigned, that a tenant of subject property would be likely to consider in the purchase of King Park Court property - Offer due by February 16th

ITEM	COMPARABLE NO. 1				COMPARABLE NO. 2				COMPARABLE NO. 3			
Address or Location												
Proximity to subject												
Map code												
Date of rental survey												
Brief description of property improvements	No. Units: No. Vac.: Yr. Built:				No. Units: No. Vac.: Yr. Built:				No. Units: No. Vac.: Yr. Built:			
Quality & condition	Quality: Condition:				Quality: Condition:				Quality: Condition:			
Individual unit breakdown	Unit Rm. Cnt	Size	Monthly Rent		Unit Rm. Cnt	Size	Monthly Rent		Unit Rm. Cnt	Size	Monthly Rent	
	Tot. BR b	Sq. Ft.	\$	per sq.ft.	Tot. BR b	Sq. Ft.	\$	per sq.ft.	Tot. BR b	Sq. Ft.	\$	per sq.ft.
				¢				¢				¢
				¢				¢				¢
				¢				¢				¢
				¢				¢				¢
				¢				¢				¢
				¢				¢				¢
Utilities, furniture and amenities included in rent												
Comparison to subject												

General comments (including rental concessions) if applicable:

## MONTHLY RENT SCHEDULE - SUBJECT PROPERTY

Rental schedule is shown by type of units. Scheduled rents are actual rentals for an existing property, or projected rents for a proposed or incomplete building. Economic rents are forecasted rents to indicate the fair market rental the subject units would command if available for rent on the open market.

No. of Units	Unit Rm. Count			Total Rooms	Sq. Ft. Area Per Unit	No. Units Vacant	SCHEDULED RENTS			ECONOMIC RENTS			
	Tot.	BR	b				Per Unit		Total Rents	Per Unit		Total Rents	Per Sq. Ft. or Room
							Unfurnished	Furnished		Unfurnished	Furnished		
28	4	2	1.00	112	788		\$	\$	\$	\$	\$		¢ \$
4	5	3	1.00	20	1088								

## OTHER MONTHLY INCOME

Parking	\$		\$
Laundry Income	\$		\$
Commercial Space	\$		\$
	\$		\$
	\$		\$
Total Gross Monthly Income	\$		\$
Total Gross Annual Income	\$		\$

Utilities included in schedule (actual) rents: ☒ Water ☐ Gas ☐ Heat ☒ Electric ☐ Air Conditioning ☐

Utilities included in economic rents: ☒ Water ☐ Gas ☐ Heat ☒ Electric ☐ Air Conditioning ☐

If proposed project or project under construction, the rent up time necessary, after completion, to lease 80% of the units at the projected economic rents is estimated to be N/A months.

Comments (include rental concessions in scheduled rents, or anticipated in economic rents; if none, so state.) Subject is an existing complex located in Wildwood, Florida. The subject project is completely vacant and has no potential for rental income at this time. The Income Approach was not used because of the vacancy issues.

## MARKET APPROACH

The market data selected are the most recent sales of properties, similar and proximate to subject, known to the appraiser, that a buyer of subject property would have given consideration to purchasing. In the absence of actual sales, listings of comparable properties may be used but an expert opinion of the appraiser is required. **(2) Discussion relative to the purchase of King Park Court property, the Offer due by February 16th**

[illegible]

3. NEW BUSINESS - ACTION REQUIRED

consideration

(2) Discussion relative to the purchase of King Park Court property - Offer due by February 16th

ANNUAL EXPENSE ANALYSIS			
ITEM	<input type="checkbox"/> ACTUAL (yr.) <input type="checkbox"/> PROPOSED	APPRaiser's FORECAST	APPRaiser's CALCULATIONS OR COMMENTS
<b>FIXED EXPENSES:</b>			
1. Real Estate Taxes	\$	\$	<input type="checkbox"/> Actual <input type="checkbox"/> Est. Total Assessed Value \$ % of Value Tax Rate Per \$100 \$
2. Other taxes or assessments			
3. Insurance			
4. Licenses			
5. Unsubordinated ground rent			
<b>OPERATIONAL EXPENSES:</b>			
6. Fuel	\$	\$	
7. Gas			
8. Electricity			
9. Water & sewer			
10. Trash removal			
11. Pest control			
12. Building maintenance & repairs			
13. Interior & exterior decorating			
14. Cleaning expenses			
15. Supplies			
16. Elevator maintenance			
17. Pool maintenance			
18. Parking area maint. & snow removal			
19. Gardening			
20. Nonresident management			
21. Resident manager's salary (No. 1)			
22. Resident manager's apt. allowance			
23. Custodian's salary (No. )			
24. Custodian's apt. allowance			
25. Engineer's salary (No. )			
26. Elevator operator's salary (No. )			
27. Telephone operator's salary (No. )			
28. Security personnel's salary (No. )			
29. Other salaries (No. )			
30. Payroll taxes			
31. Advertising			
32. Telephone			
33. Legal & audit			
34. Leased furniture			
35. Office supplies			
36. Maintenance and repair contract			
<b>REPLACEMENT RESERVES:</b>			
37. Carpeting & drapes	\$	\$	
38. Ranges & refrigerators			
39. Dishwashers & disposals			
40. Individual heating & AC units			
41. Reserve			
42. Service			
<b>TOTAL EXPENSES &amp; REPLACEMENT RESERVES</b>	\$	\$	

Comments (Identify items by number): Income approach not used in this appraisal report.

INCOME APPROACH

Total Gross Annual Economic Income (See Rent Schedule)	\$	
Less Forecasted Vacancy and Collection Loss ( %)	\$ ( )	
Effective Gross Annual Income	\$	
Less Forecasted Annual Expenses and Replacement Reserves ( % of Total Gross Annual Economic Income)	\$ ( )	
Net Annual Income from Total Property	\$	
Less Return on and Recapture of Depreciated Value of Furnishings (\$ @ %)	\$ ( )	
Net Annual Income from Real Property	\$	
Detail clearly method and mathematics of capitalizing Net Annual Income from Real Property		

**INDICATED VALUE BY INCOME APPROACH** \$ N/A  
Rounded to \$ N/A

## 3. NEW BUSINESS – ACTION REQUIRED

## RECONCILIATION AND VALUE CONCLUSION

Consideration

(2) Discussion relative to the purchase of King  
211 Park Court property – Offer due by February 16th

Indicated Value by the Cost Approach ..... \$

Indicated Value by the Market Approach ..... \$ N/A

Indicated Value by the Income Approach ..... \$ N/A

Final Reconciliation

CONDITIONS AND REQUIREMENTS OF APPRAISAL (include required repairs, replacements, painting, termite inspections, etc.)

**VALUATION:** This Appraisal is based upon the definition of Market Value, the Certification, the Contingent and Limiting Conditions, and the requirements that are stated in this report.

As a result of my investigation and analysis, my estimate of Market Value of the subject property as of 4-27-2009 is .....

\$ 211,950

Date 5-6-2009

Appraiser

William Barry Kelley, SRA

If Applicable, complete the following

Date

Appraiser

Date

☐ Supervising or ☐ Review Appraiser☐ Did ☐ Did not physically inspect property**CERTIFICATION:** The Appraiser certifies and agrees that

1. The Appraiser has no present or contemplated future interest in the property appraised and neither the employment to make this Appraisal, nor the compensation for it, is contingent upon the appraised value of the property.
2. The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report of the participants to the sale. The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.
3. The Appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all comparable sales listed herein. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.
4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in this report).
5. This Appraisal Report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.
6. All conclusions and opinions concerning the real estate that are set forth in the Appraisal Report were prepared by the Appraiser whose signature appears above on this Appraisal Report, unless indicated as "Review Appraiser." No changes of any item of the Appraisal Report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

**CONTINGENT AND LIMITING CONDITIONS:** The certification of the Appraiser appearing in this Appraisal Report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.
3. The Appraiser is not required to give testimony or appear in court because of having made this Appraisal with reference to the property in question, unless arrangements have been previously made therefor.
4. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other Appraisal and are invalid if so used.
5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions or for engineering which might be required to discover such factors.
6. Information, estimates, and opinions furnished to the Appraiser, and contained in this report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.
7. Disclosure of the contents of this Appraisal Report is governed by the By-laws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.
8. Neither all nor any part of the contents of this report, or copy thereof (including conclusions as to property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected) shall be used for any purposes by anyone but the client shown on Page 1 of this report, the mortgagee or its successors or assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department agency, or instrumentality of the United States or of any State or of the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.
9. On all Appraisals involving proposed construction, the Appraisal Report and value conclusion are contingent upon completion of the proposed improvements in accordance with the plans and specifications prepared by

with a last revision date of N/A which have been initialed and dated by the Appraiser.



## MARKET APPROACH

sideration

The market data selected are the most recent sales of properties, similar and proximate to subject, known to the appraiser, that are comparable to the subject property and are given consideration to purchasing. In the absence of actual sales, listings of comparable properties may be used but an explanation of the use of such data should be included in the "Comments" section below.

ITEM	SUBJECT	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6																																																																																																				
Address or Location	700 Walker Road Wildwood, Florida 34785	712 West Oak Terrace Dr Leesburg, FL 34748	1350 Pamela St Leesburg, FL 34748																																																																																																					
Proximity to subject		10.78 Miles E	9.91 Miles E																																																																																																					
Map code	STR 6-4S-17	STR 23-19-24	STR 15-19-24																																																																																																					
Lot size	4.01 Acres	98881 sq.ft. / 2.27 Acres	155074 sq.ft. / 3.56 Acres																																																																																																					
Brief description	No. Units: 38 No. Vac.: 2	No. Units: 48 No. Vac.: 1	No. Units: 38 No. Vac.: 1	No. Units: No. Vac.:																																																																																																				
of building	Year Built: 1989	Year Built: 1974	Year Built: 1981	Year Built:																																																																																																				
Improvements	King Court Park Garden	Two Story Concrete Block Oak Terrace Apt.	Single and 2 Story Little Turtle																																																																																																					
Quality	Average	Average	Average																																																																																																					
Condition	Average	Average	Average																																																																																																					
Recreational facilities	None	None	None																																																																																																					
Pool	None	Yes	None																																																																																																					
Parking	66 Spaces	Adequate	Adequate																																																																																																					
Tenant appeal	Average	Average	Average																																																																																																					
		3/1/2004-\$1,590,000	No prior sale within past 5 years																																																																																																					
Unit breakdown	<table border="1"> <thead> <tr> <th>No. of Units</th><th colspan="3">Unit Room Count</th></tr> <tr> <th></th><th>Total</th><th>BR</th><th>b</th></tr> </thead> <tbody> <tr> <td>28</td><td>4</td><td>2</td><td>1.00</td></tr> <tr> <td>4</td><td>5</td><td>3</td><td>1.00</td></tr> <tr> <td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> </tbody> </table>	No. of Units	Unit Room Count				Total	BR	b	28	4	2	1.00	4	5	3	1.00									<table border="1"> <thead> <tr> <th>No. of Units</th><th colspan="3">Unit Room Count</th></tr> <tr> <th></th><th>Total</th><th>BR</th><th>b</th></tr> </thead> <tbody> <tr> <td>16</td><td>3</td><td>1</td><td>1.00</td></tr> <tr> <td>12</td><td>4</td><td>2</td><td>1.00</td></tr> <tr> <td>12</td><td>4</td><td>2</td><td>1.50</td></tr> <tr> <td>8</td><td>4</td><td>2</td><td>2.00</td></tr> <tr> <td></td><td></td><td></td><td></td></tr> </tbody> </table>	No. of Units	Unit Room Count				Total	BR	b	16	3	1	1.00	12	4	2	1.00	12	4	2	1.50	8	4	2	2.00					<table border="1"> <thead> <tr> <th>No. of Units</th><th colspan="3">Unit Room Count</th></tr> <tr> <th></th><th>Total</th><th>BR</th><th>b</th></tr> </thead> <tbody> <tr> <td>12</td><td>3</td><td>1</td><td>1.00</td></tr> <tr> <td>16</td><td>4</td><td>2</td><td>1.00</td></tr> <tr> <td>6</td><td>5</td><td>3</td><td>2.00</td></tr> <tr> <td>4</td><td>5</td><td>4</td><td>2.00</td></tr> <tr> <td></td><td></td><td></td><td></td></tr> </tbody> </table>	No. of Units	Unit Room Count				Total	BR	b	12	3	1	1.00	16	4	2	1.00	6	5	3	2.00	4	5	4	2.00					<table border="1"> <thead> <tr> <th>No. of Units</th><th colspan="3">Unit Room Count</th></tr> <tr> <th></th><th>Total</th><th>BR</th><th>b</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> </tbody> </table>	No. of Units	Unit Room Count				Total	BR	b												
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Util. paid by owner	Yes portion of rent	None	None																																																																																																					
Data source	Developer/Management Com.	Public Record/Seller/Management	Public Record																																																																																																					
Price	\$ Foreclosure <input checked="" type="checkbox"/> Unf. <input type="checkbox"/> F	\$ 2,653,000 <input checked="" type="checkbox"/> Unf. <input type="checkbox"/> F	\$ 1,113,000 <input checked="" type="checkbox"/> Unf. <input type="checkbox"/> F	\$ <input type="checkbox"/> Unf. <input type="checkbox"/> F																																																																																																				
Sale-Listing-Offer	N/A	Sale	Sale																																																																																																					
Date of sale	N/A	1/10/2006	10/1/2005																																																																																																					
Terms (Including conditions of sale and financing terms)	50 amortization with a 30 year balloon	Conventional Financing \$1,193,000	Conventional Financing \$ 1,000,000																																																																																																					
Complete as many of the following items as possible using data effective at time of sale																																																																																																								
Gross Annual Income	\$ 173,892	\$ 322,800	\$ 251,328	\$																																																																																																				
Gross Ann. Inc. Mult (1)		8.2	4.4																																																																																																					
Net Annual Income	\$	\$ 196,262	\$	\$																																																																																																				
Expense Percentage (2)	%	36.00 %	%	%																																																																																																				
Overall Cap. Rate (3)	%	7.4 %	%	%																																																																																																				
Price per unit	\$	\$ 55,271	\$ 29,289	\$																																																																																																				
Price per room	\$	\$ 15,074	\$ 7,420	\$																																																																																																				
Price gross bldg. area	\$ /sq.ft. bldg. area	\$ 67 /sq.ft. bldg. area	\$ 34 /sq.ft. bldg. area	\$ /sq.ft. bldg. area																																																																																																				
COMMENTS		Expense and vacancy based on Orlando area data taken from Realty Rates.Com	Section 8 housing project.																																																																																																					
COMPARISON TO SUBJECT		Superior location and condition	Similar location and superior condition to subject.																																																																																																					
(1) Sale Price ÷ Gross Annual Income      (2) Total Annual Expenses ÷ Total Gross Annual Income      (3) Net Annual Income ÷ Price Reconciliation:																																																																																																								

<b>TEXT ADDENDUM</b>		<b>3. NEW BUSINESS – ACTION REQUIRED</b>	
		<b>g. General Items for Consideration</b>	
		<b>(2) Discussion relative to the purchase of King Park Court property – Offer due by February 16th</b>	
Borrower/Client King Park Court Apartments		Date of Report 4-27-09	
Address 700 Walker Road		County Sumter	
City Wildwood		State Florida	
Lender/Client USDA Rural Development		Zip Code 34785	

**Property Rights Appraised**

Fee simple interest

**Use of Appraisal**

Loan servicing and asset management purposes

**Appraisal Dates**

Date of Inspection: 4-27-2009

Date of valuation: 4-27-09

Date of Report : 5-6-2009

**Objective and Intended Use of Appraisal**

The objective of this appraisal is to estimate the market values of the subject property identified herein, according to proposed renovations of subject development. As well, the value of the rental subsidy will also be calculated and included within the report. According to the client, the appraisal will be used for loan servicing and asset management purposes.

**Scope of Appraisal**

USDA Rural Development the intended user of the appraisal has requested the State Appraiser William Barry Kelley, SRA to appraise the subject property identified herein for loan servicing and asset management purpose. For purposes of this appraisal, King Park Court is also identified as an intended user of this appraisal. The scope of this appraisal assignment includes physical inspection of the subject property and surrounding influences of the neighborhood: research the market for comparable sales and rentals for comparison to the subject; analyze the data as it relates to the subject property; conclude estimates of market value from the range of value indicators, according to the proposed renovation; and finally, prepare a complete appraisal presented within a summary report that summarizes the analyses and conclusion of the appraisers.

The market identified for analysis purpose and ultimate conclusion of value herein includes the current and competitive open market using comparable sales and rental similarly influenced as the subject. Only the Income Capitalization Approach to value will be utilized in this report. The value of the rental subsidy will also be calculated and included within the report.

The value conclusion presented here in excludes the value of personal property including furnishing, fixtures, and equipment (except kitchen appliances) as well as business inventory. As well, the valuation process excludes goodwill of the business, intangible and/or going concern value. The conclusion of value is limited strictly to real estate: that is, land and improvement that are identified within this report.

**Property Rights Appraised**

The value conclusions presented herein acknowledge both the fee simple and leased fee interest of the subject property.

**Fee Simple Interest (As if vacant and ready for development)**

Fee simple interest is defined as absolute ownership unencumbered by any other interest or estate. A person who owns all the property rights is said to have fee simple title, subject only to the limitations of eminent domain, escheat, police power, and taxation

**Market Value Definition**

*Liquidation value* is defined by the 4<sup>th</sup> Edition of The Dictionary of Real Estate Appraisal as follows. „*Liquidation value: the most probable price that a specified interest in real property is likely to bring under all of the following conditions:*

1. *Consummation of a sale will occur within a severely limited future marketing period specified by the client.*
2. *The actual market conditions currently prevailing are those to which the appraised property interest is subject.*
3. *The buyer is acting prudently and knowledgeably.*
4. *The seller is under extreme compulsion to sell.*
5. *The buyer is typically motivated.*
6. *The buyer is acting in what he or she considers his or her best interest.*
7. *A limited marketing effort and time will be allowed for the completion of a sale.*
8. *Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.*
9. *The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*“

**TEXT ADDENDUM  
(Continued)**

3. **NEW BUSINESS – ACTION REQUIRED**  
g. **General Items for Consideration**  
(2) **Discussion relative to the purchase of King Park Court property – Offer due by February 16th**

**Depreciation Analysis**

Depreciation is measure of loss of utility of the subject property in at present condition in comparison with the utility it would have as a new improvement. There are three basic categories from which an improvement may suffer a loss in utility and within these categories five major cause of loss. This is illustrated below.

Physical Deterioration

Curable Physical Deterioration  
Incurable Physical Deterioration

Functional Obsolescence

Curable Functional Obsolescence  
Incurable Functional Obsolescence

External Obsolescence

External Obsolescence

Physical deterioration

Curable Physical Deterioration is also referred to as "deferred maintenance". It is represented by items in need of immediate repair. The subject is a proposed project with no items of deferred maintenance.

Incurable Physical Deterioration can be separated into two classes; short lived, and Long -lived items. Depreciation applicable to the short-lived items of the subject is included within the estimate of deterioration of the long-lived as noted below. Subject is new proposed construction with no items of deferred maintenance.

The second class of incurable physical deterioration includes the long-lived item. These included parts of the structure which have economic lives equal to the entire structure. This is commonly referred to as the "bone structure" of the building and includes such items as the slab, framing, roof structure, etc. The measure of deterioration applicable to the long-lived items is accomplished herein by the age/life method.

The age/life method accounts for equal periodic depreciation over the economic life of a structure. It is measured by simply dividing the estimated effective age of the structure by the estimated total economic life resulting in the percentage measure of depreciation. This percentage is then multiplied by the cost new of the long-lived and short-lived items (not previously depreciated) resulting in the total amount of incurable physical deterioration.

Functional Obsolescence

Functional Obsolescence is the decreased capacity of the structure to perform the function for which it was intended in terms of today's standards. After an inspection of the site and review of the building plans, it is my opinion that the subject does not include a measure of functional obsolescence. The floor plan layout and utility of the structures is considered functional for their intended purposes.

External Obsolescence

External Obsolescence results from an external influence which adversely affects the value of the improvements. Because the subject property is a Section 515 housing project, it is subject to a restrictive-use agreement imposed by USDA Rural Development. These restrictions pertain to use, transfer, and operation of the property, and include rent limits and restrictions in tenant eligibility based on income. As a result, the value of the subject improvements is adversely impacted as it is subject to restricted rents.

**SCOPE OF WORK IN THIS APPRAISAL ASSIGNMENT:**

The scope of this appraisal included the research, collection and analysis of the data pertaining to recent economic factors that would effect the value. Information was collected from public records from local governmental zoning offices, assessor's office, U.S. Census Bureau and FEMA. In addition the appraiser does an inspection of the subject property and the neighborhood. The local Multiple Listing Service, local real estate appraisers and local real estate brokers were used to compile information relating to comparable sales data and competing listings. The appraiser also maintains private files of real estate information not available to the public. The cost information was derived from Marshall and Swift's Valuation Service and local area contractors. Information collected by the appraiser is assumed to be accurate but third party sources have been relied upon to obtain information on the real estate transactions that are not public knowledge.

**Reconciliation**

***The Cost Approach is most applicable and reliable when the improvements are new and suffer little or no depreciation and when the improvements contribute to and actually represent and extension of the highest and best use of the land, as though vacant. The weakness of the Cost Approach is its insensitivity to investor rationale: that is, seldom does the typical investor give primary consideration to the combination of land value and improvement costs in making an investment decision. Another inherent weakness of the Cost Approach is its lack of sensitivity to market perception with regard to supply and demand factors.***

**TEXT ADDENDUM**  
**(Continued)**

- 3. NEW BUSINESS – ACTION REQUIRED**  
**g. General Items for Consideration**  
**(2) Discussion relative to the purchase of King Park Court property – Offer due by February 16th**

*The land sales were compared to the subject site with the resulting land value estimate considered credible due to the similarity of the sales.*



**TEXT ADDENDUM**  
**(Continued)**

3. **NEW BUSINESS – ACTION REQUIRED**  
g. **General Items for Consideration**  
(2) Discussion relative to the purchase of King  
Park Court property – Offer due by February 16th

**CERTIFICATION**

I certify that, to the best of my knowledge and belief:

The facts and data reported by the reviewer and used in the appraisal process are true and correct.

The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this appraisal report and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this appraisal and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this appraisal or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this appraisal or from its use.

My analyses, opinions, and conclusions were developed and this appraisal report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

I have made a personal inspection of the subject property.

No one provided significant appraisal review assistance to the person signing this certification.

William Barry Kelley, SRA has completed the requirements of the continuing education Program of the Appraisal Institute as of the date of the appraisal report was signed.

\_\_\_\_\_  
William Barry Kelley, SRA  
Appraiser  
State-Certified General Appraiser # RZ # 3180 (Florida)

### LOCATION MAP

Borrower/Client King Park Court Apartments

Address 700 Walker Road

City WildwoodCounty Sumter

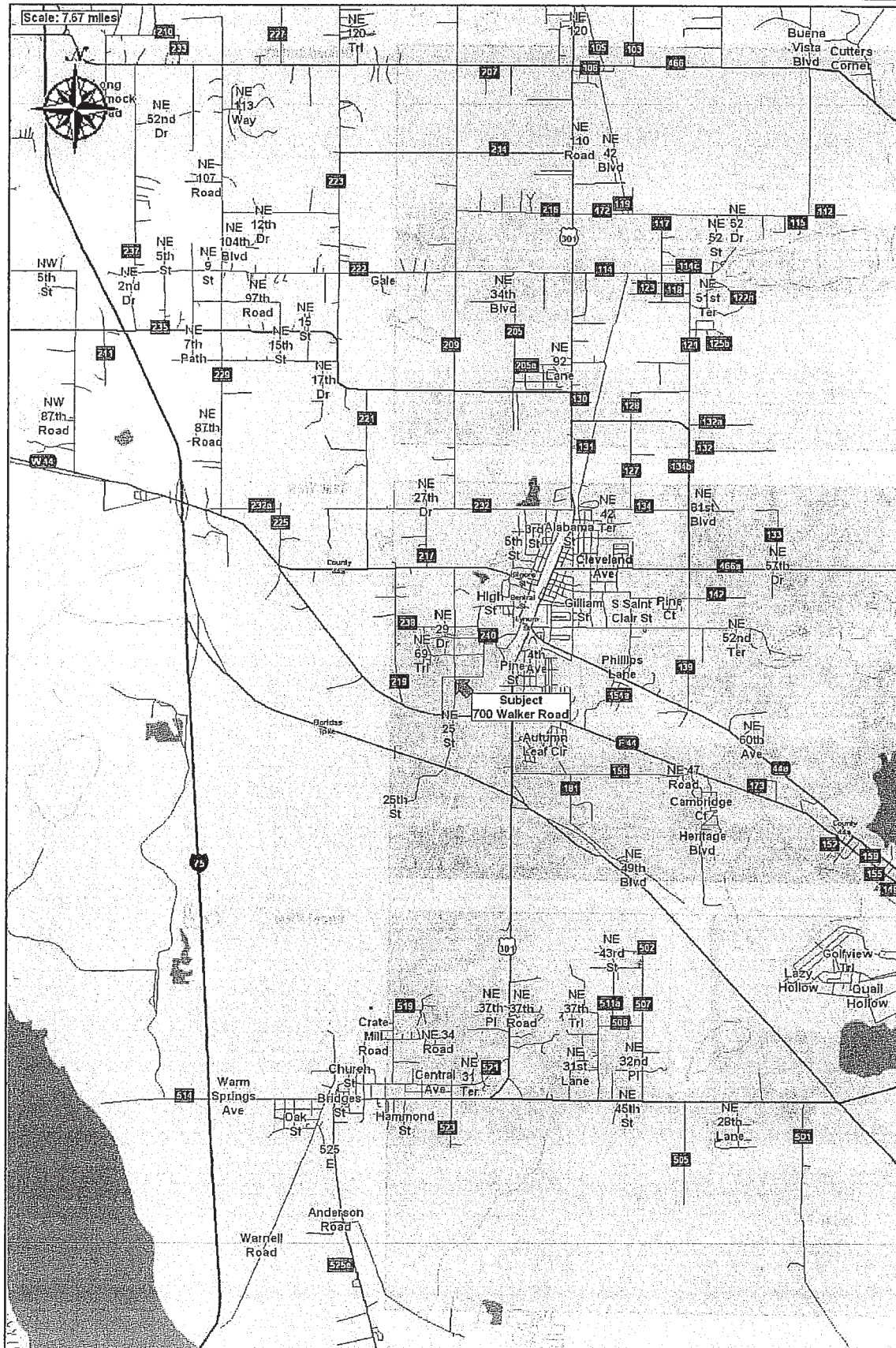
State Florida Zip Code 34785

Lender/Client USDA Rural Development

### **3. NEW BUSINESS – ACTION REQUIRED**

### **g. General Items for Consideration**

**(2) Discussion relative to the purchase of King Park Court property – Offer due by February 16th**



# SKETCH

## 3. NEW BUSINESS - ACTION REQUIRED

### g. General Items for Consideration

(2) Discussion relative to the purchase of King Park Court property - Offer due by February 16th

Borrower/Client King Park Court Apartments

Address 700 Walker Road

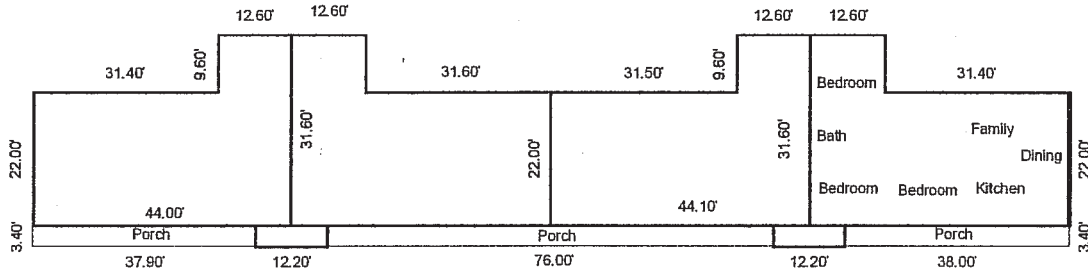
City Wildwood

County Sumter

State Florida

Zip Code 34785

Lender/Client USDA Rural Development



Sketch by Apex IV Windows™

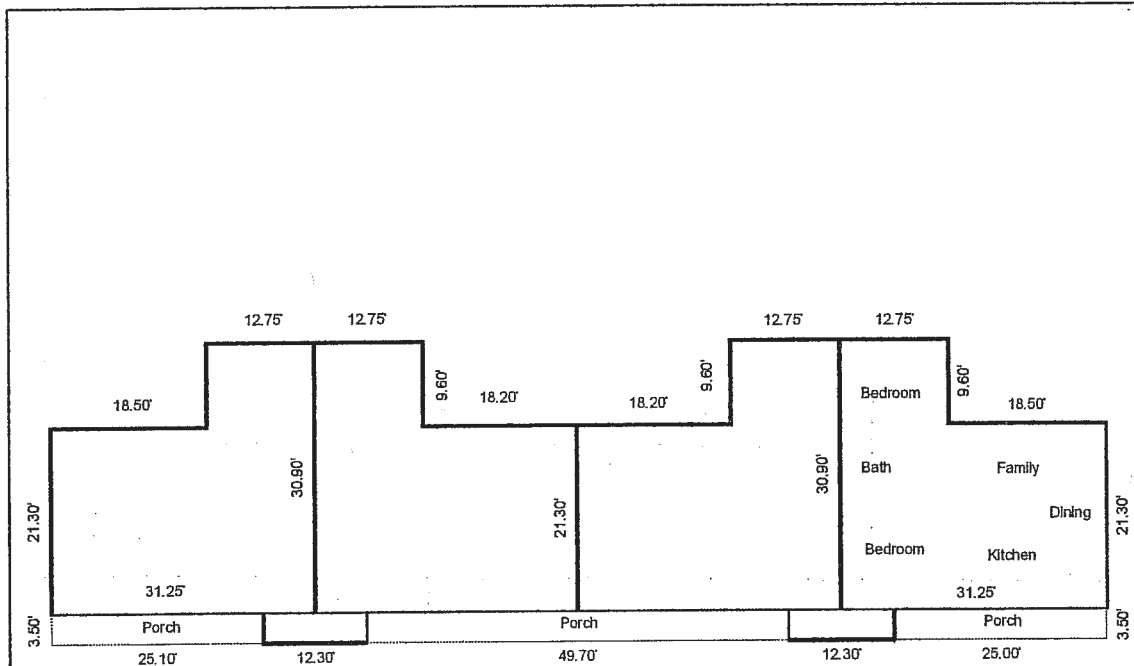
Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Net Totals
GLA1	Unit A	1088.9600	4362.4400
	Unit B	1091.1600	
	Unit C	1093.3600	
	Unit D	1088.9600	
P/P	Porch	129.2000	516.4600
	Porch	258.4000	
	Porch	128.8600	
OTH	Void space	41.4800	82.9600
	Void space	41.4800	
TOTAL LIVABLE (rounded)			4362

LIVING AREA BREAKDOWN		
	Breakdown	Subtotals
Unit A	22.00 x 44.00	968.0000
	9.60 x 12.60	120.9600
Unit B	12.60 x 31.60	398.1600
	22.00 x 31.50	693.0000
Unit C	22.00 x 44.20	972.4000
	9.60 x 12.60	120.9600
Unit D	12.60 x 31.60	398.1600
	22.00 x 31.40	690.8000
8 Calculations Total (rounded)		4362

# **BUILDING SKETCH (Continued)**

**3. NEW BUSINESS – ACTION REQUIRED**  
**g. General Items for Consideration**  
**(2) Discussion relative to the purchase of King Park Court property – Offer due by February 16th**



**2 Bedroom / 1 bath building**

Sketch by Apex IV Windows™

Comments:

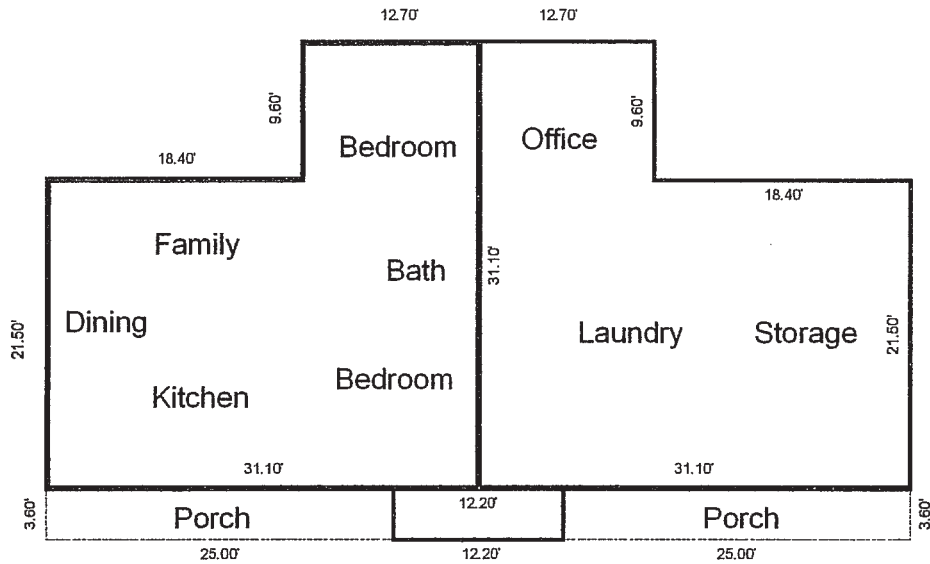
AREA CALCULATIONS SUMMARY			
Code	Description	Size	Net Totals
GLAI	Unit A	788.0250	
	Unit B	781.6350	
	Unit C	781.6350	
	Unit D	788.0250	3139.3200
P/P	Porch	87.5000	
	Porch	173.9500	
	Porch	87.8500	349.3000
OTH	Void	43.0500	
	Void	43.0500	86.1000
TOTAL LIVABLE (rounded)			3139

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
Unit A	21.30 x	31.25	665.6250
	9.60 x	12.75	122.4000
Unit B	21.30 x	30.95	659.2350
	9.60 x	12.75	122.4000
Unit C	12.75 x	30.90	393.9750
	18.20 x	21.30	387.6600
Unit D	21.30 x	31.25	665.6250
	9.60 x	12.75	122.4000
8 Calculations Total (rounded)			3139



**BUILDING SKETCH  
(Continued)**

File No: 2009-15 Page #23  
**3. NEW BUSINESS - ACTION REQUIRED**  
**g. General Items for Consideration**  
**(2) Discussion relative to the purchase of King Park Court property - Offer due by February 16th**



Office / Laundry

Sketch by Apex IV Windows™

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Net Totals
GLA1	Manager Apt	790.5700	790.5700
P/P	Porch	90.0000	
	Porch	90.0000	180.0000
OTH	Void space	43.9200	
	Office/Laundry	790.5700	834.4900
TOTAL LIVABLE (rounded)			791

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
Manager Apt			
21.50	x	31.10	668.6500
9.60	x	12.70	121.9200
2 Calculations Total (rounded)			791

## NOTICE OF REAL PROPERTY FOR SALE

Description of property: 6.36 acre property located at 700 Walker Road, Wildwood, FL. 32 multi-family units in poor condition located on the property. Current zoning is R-5.

Pursuant to Section 510(e) of the Housing Act of 1949, as amended, 42 U.S.C. 1480, RHS has determined dwelling units on this property inadequate for residential occupancy. The quitclaim deed by which this property will be conveyed will contain a covenant excluding the inadequate residential units from residential use until all of the dwelling units are repaired or renovated. Specific information on the property and required repairs is available from the seller.

Sales price: \$211,950. Closing will be held within 30 days after indication by the Seller of readiness to close. A minimum deposit of 5% of offer amount is required at submission of offer.

Offers will be accepted at seller's location until February 9, 2010. All offers must be made on RD Form 1955-45, available from seller.

Conditions of sale: no financing is available from seller .

Seller: USDA Rural Development, 2441 NE 3<sup>rd</sup> Street, Suite 204-1, Ocala, FL 34470 Telephone: 352-732-7534 ext. 5



## OCCUPANCY RESTRICTIONS

If the property is to be used for residential purposes, the quitclaim deed to the property will include the following restriction:

Pursuant to Section 510(e) of the Housing Act of 1949, as amended, 42 U. S. C. 1480, the purchaser ('Grantee' herein) of the above described property ('subject property' herein) covenants and agrees with the United States acting by and through the U. S. Department of Agriculture ('Grantor' herein) that the inadequate dwelling units located on the subject property as of the date of this quitclaim deed will not be occupied or used for residential purposes until the items listed at the end of the paragraph have been accomplished. This covenant shall be binding on Grantee and Grantee's heirs, assigns, and successors and will be construed as both a covenant running with the subject property and as equitable servitude. This covenant will be enforceable by the United States in any court of competent jurisdiction. When the existing dwelling units on the subject property comply with the aforementioned standards of the U. S. Department of Agriculture in accordance with its regulations, the subject property may be released from the effect of this covenant and the covenant will thereafter be of no further force or effect. The property must be repaired as follows:

- all units must have properly working heating and air conditioning
- all roofs must be in good repair and replaced as necessary
- all siding must be replaced
- all units must have kitchen and bathroom cabinets
- all units must have decent flooring



Florida/Virgin Islands  
2441 NE 3<sup>rd</sup> Street  
Ocala, FL 34470

3. NEW BUSINESS – ACTION REQUIRED  
g. General Items for Consideration  
(2) Discussion relative to the purchase of King  
Park Court property – Offer due by February 16th  
Ocala Area Office  
Telephone: (352) 732-7534  
FAX: (352) 732-9728  
TDD: (352) 338-3499  
[www.rurdev.usda.gov/fl](http://www.rurdev.usda.gov/fl)

## TO PROSPECTIVE PURCHASERS

### USDA RURAL DEVELOPMENT IS OFFERING THE FOLLOWING PROPERTY FOR SALE:

Apartment complex formerly known as King Park Court  
700 Walker Road, Wildwood, FL

Items attached for your use:

1. Notice of Real Property for Sale (as it appears in the newspaper January 10, 2010 and January 17, 2010)
2. Form RD 1955-40, Notice of Real Property For Sale
3. Occupancy Restrictions
4. Form RD 1955-45, Standard Sales Contract

Offers will be accepted only upon completed Form RD 1955-45, Standard Sales Contract. Offers will be accepted until February 9, 2010. A minimum bid deposit of 5% must accompany offers, check made payable to USDA Rural Development. USDA Rural Development will not provide financing for this property.

If you have any questions, please contact the Area Office, contact information provided above.

R. C. QUANTON, II  
Area Director IV

Committed to the future of rural communities.

"USDA is an equal opportunity provider, employer and lender."

To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).



NOTICE OF REAL PROPERTY FOR SALE

3. NEW BUSINESS - ACTION REQUIRED  
g. General Items for Consideration  
(2) Discussion relative to the purchase of King  
Park Court property - Offer due by February 16th

Date

Action: ☒ Initial Listing ☐ Withdrawal, sale pending ☐ Withdrawal, other \_\_\_\_\_  
☐ New Listing price ☐ Modified terms of sale ☐ Relisting, pending sale cancelled ☐ Other \_\_\_\_\_  
Effective Dates: Available for sale to program eligible applicants, not applicable  
Available for sale to nonprogram applicants NO FINANCING AVAILABLE

Sales Price: \$ 211,950.00, as is.

Conditions of Sale:

- ☐ Flood insurance.
- ☒ Conditions of sale include a restriction that prior to being used for residential purposes, the structure must be repaired to: (a) Be structurally sound and habitable, (b) Have a potable water supply, (c) Have functionally adequate, safe, and operable heating, plumbing, electrical, and sewage disposal systems, and (d) Meet the Thermal Performance Standards for existing construction as outlined in exhibit D to subpart A of part 1924 of title 7 of the Code of Federal Regulations. The deed to the property will include a covenant outlining the above restrictions.
- ☐ Special use restrictions or other covenants or notices. (Attached)

The following financing may be available to prospective purchasers:

Program: Down Pay \$ \_\_\_\_\_ Est. Mo. P&I \$ \_\_\_\_\_ Yrs. \_\_\_\_\_ Rate \_\_\_\_\_ %  
Nonprogram: Down Pay \$ \_\_\_\_\_ Est. Mo. P&I \$ \_\_\_\_\_ Yrs. \_\_\_\_\_ Rate \_\_\_\_\_ %  
Est. Closing Cost \$ \_\_\_\_\_ Approx. Annual Taxes \$ \_\_\_\_\_  
Commission Schedule: \_\_\_\_\_ % of sales price. Special Effort Bonus: \$ \_\_\_\_\_

Issuing Office: Rural Development

2441 NE 3rd Street, Suite 204-1  
Ocala, FL 34470

Phone: (352) 732-7534

(fold)

Address: 700 Walker Road  
Wildwood, Sumter County, FL 34784

Advice No. 00512

DESCRIPTION OF PROJECT

Description of Buildings/Type of Construction concrete slab, wood frame  
8 buildings Other Facilities office with managers unit  
No. of 1 Bdrm. Units \_\_\_\_\_ Unit Size \_\_\_\_\_ Present Rents \$ \_\_\_\_\_  
2 Bdrm. Units 28 788 sq. ft. \$ \_\_\_\_\_  
3 Bdrm. Units 4 1088 sq. ft. \$ \_\_\_\_\_  
4 Bdrm. Units \_\_\_\_\_ \$ \_\_\_\_\_  
Handicapped \_\_\_\_\_ \$ \_\_\_\_\_

Project Type/Family family Sr. Citizen \_\_\_\_\_ LH \_\_\_\_\_

Description of Landscaping, Yard, Fencing minimal landscaping

Site Size, Characteristics and Improvements 6.36 acres

Heating System central electric Cooling System central electric

Fire Prevention System smoke alarms Security System none

Utilities Available/Water yes Sewer yes Electricity yes Gas none

Utilities Paid by Owner no Tenants \_\_\_\_\_

Vehicle Storage 66 parking spaces

Equipment \_\_\_\_\_

Other Information No warranty of title or physical condition of the property

Advice No.  
00512

**STANDARD SALES CONTRACT**  
**SALE OF REAL PROPERTY BY THE UNITED STATES**

1. **THE OFFER DATE OF THIS CONTRACT (THE DATE SIGNED BY THE PURCHASER) IS** \_\_\_\_\_ **20** \_\_\_\_\_.
2. THE UNITED STATES OF AMERICA, acting through the ☒ Rural Housing Service; ☐ Rural Utilities Service; ☐ Rural Business-Cooperative Service; ☐ Farm Service Agency, hereinafter referred to as the "Agency", as SELLER, agrees to sell to the PURCHASER named below, and said purchaser agrees to buy, the property identified hereinafter, subject to the CONDITIONS OF SALE on pages 3 and 4 hereof which are incorporated and made part here of. PROPERTY IDENTIFICATION. Street
3. address, including ZIP code and county:  
700 Walker Road, Wildwood, Sumter County, Florida 34784  
Brief Legal Description:  
W 1/2 of the S 420 ft. of the NW 1/4 of the NW 1/4 of S7 T19S R23E, Sumter County  
together with the appurtenances there unto belonging.
4. EARNEST MONEY DEPOSIT, \$ \_\_\_\_\_, (TO BE REFUNDED TO PURCHASER IF THIS OFFER REJECTED OR IF AGENCY CREDIT SALE IS NOT APPROVED) ☐ TO BE REFUNDED TO PURCHASER AT CLOSING ☐ TO BE APPLIED TO CLOSING COSTS, AT CLOSING, WITH ANY BALANCE REFUNDED TO PURCHASER ☐ TO BE APPLIED TO CLOSING COSTS, AT CLOSING, WITH ANY BALANCE APPLIED TO THE PURCHASE PRICE.
5. PRICE: \$ \_\_\_\_\_ CASH AT CLOSING: \$ \_\_\_\_\_, WITH BALANCE OF \$ \_\_\_\_\_ BY CREDIT SALE (SECURED BY MORTGAGE OR DEED OF TRUST) ACCEPTED BY AGENCY PROVIDING FOR EQUAL n/a INSTALLMENTS OF PRINCIPAL AND INTEREST AT THE AGENCY INTEREST RATE IN EFFECT AS SET FORTH IN RD INSTRUCTION 440.1 (AVAILABLE IN ANY AGENCY OFFICE) AT THE TIME THE APPLICANT IS NOTIFIED THE CREDIT SALE IS APPROVED ☐ WITH ANY BALANCE OF THE LOAN TO BE PAID IN FULL NOT LATER THAN THE \_\_\_\_\_ ANNIVERSARY OF THE LOAN.
6. CONTINGENCY. If a credit sale is indicated in paragraph 5 above, this contract is contingent upon the Agency approving a credit sale, satisfactory to and in the name of the following party(ies):  
FINANCING IS NOT AVAILABLE THROUGH USDA RURAL DEVELOPMENT.
7. CONVEYANCE. Title is to be taken in the following name and style:
8. SIGNATURE. This contract is signed by one or more of those personally named in paragraph 6 or an authorized party or official of the legal entity named in paragraph 6 (called the Purchaser).
9. OCCUPANCY. Purchaser will close with property ☐ vacant; subject to ☐ Purchaser's own occupancy only; ☐ occupancy by other(s).
10. THE PROPERTY DESCRIBED IN THIS CONTRACT ☒ is ☐ is not subject to taxation while owned by the Government. Taxes will be ☐ paid in full ☒ prorated in accordance with Item H, page 3 of form.
11. DEED RESTRICTION. The property ☒ is ☐ is not subject to deed restrictions in accordance with Item O, page 3 of form.
12. SPECIAL STIPULATIONS:
13. The sale shall be closed at 2441 NE 3rd Street, Suite 204-1, Ocala, FL 34470 within thirty (30) days after indication by the Seller of readiness to close, unless the parties otherwise agree in writing.

**Purchaser has signed this contract on the date shown in paragraph 1, above.**

\_\_\_\_\_  
*Purchaser's Signature*

\_\_\_\_\_  
Type or Print Purchaser's Name

\_\_\_\_\_  
*Purchaser's Signature*

\_\_\_\_\_  
Type or Print Purchaser's Name

\_\_\_\_\_  
*Co-Signer's Signature*

\_\_\_\_\_  
Type or Print Co-Signer's Name

**ACCEPTED BY THE UNITED STATES OF AMERICA**

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type Name and Title of Official)

\_\_\_\_\_  
(Agency)

**UNITED STATES DEPARTMENT OF AGRICULTURE**

**Date Accepted** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PURCHASER'S ADDRESS

**BROKER'S CERTIFICATION (IF SOLD THROUGH A REAL ESTATE BROKER)**

The undersigned Broker certifies that neither he/she nor anyone authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of race, color, religion, sex, age, handicap, national origin or marital status. The undersigned further acknowledges that no commission, as stated on the notice of real property for sale shall be due or earned until and unless this contract is closed and title has passed to the purchaser herein. Earned commissions will be paid in cash at closing and passing of title only where sufficient cash to cover the commission is paid by purchaser; otherwise commission is paid by the Agency in approximately four weeks after closing.

**NOTE: The broker must sign this certification.**

\_\_\_\_\_  
(Broker's Signature)

\_\_\_\_\_  
NOT APPLICABLE

(Type or Print Name of Broker)

\_\_\_\_\_  
(Co-Broker Signature, if applicable)

\_\_\_\_\_  
(Type or Print Name of any Co-Broker)

\_\_\_\_\_  
Broker's Social Security or Employer Identification No.

\_\_\_\_\_  
Co-Broker's Social Security or Employer Identification No.

THE FOLLOWING CONDITIONS OF SALE ARE AGREED TO BY PURCHASER AND SELLER  
BEING THE CONDITIONS OF SALE REFERRED TO IN PARAGRAPH 2, Park Court property – Offer due by February 16th

3. NEW BUSINESS – ACTION REQUIRED  
a. General Items for Consideration  
(2) Discussion relative to the purchase of King  
Park Court property – Offer due by February 16th

**GENERAL - APPLICABLE TO ALL CONTRACTS EXCEPT AS MODIFIED BY PRIOR PARAGRAPHS**

- A. Earnest Money Deposit. The earnest money deposit, shall be in the amount set forth in Agency regulations (7 CFR, Part 1955, Subpart C or 7 CFR Part 3550, as appropriate).
- B. Deed to the Property. Within thirty (30) days after acceptance of the contract or removal of the contingency of Paragraph 6, page 1 (if applicable), whichever occurs last, the Government shall prepare for the purchaser a quitclaim deed to the property for delivery at the closing. The closing shall occur within thirty (30) days after the Government notifies the purchaser that the sale is ready to be closed. If a credit sale has been approved, the Government will also provide the required promissory note and security instruments. The purchaser shall deliver the executed promissory note and security instruments to the Government at the closing. If the contingency in Paragraph 6 is applicable and the Government disapproves the purchaser's credit, the purchaser shall be notified of the disapproval of credit and the contract shall terminate.
- C. Encumbrances or Defects. If the purchaser, before receiving a deed and within thirty (30) days after the Government's acceptance of the bid, submits proof of any encumbrances or title defects, the Government may take any necessary remedial action. If the Government does not elect to exercise the right, the purchaser may, if the encumbrance or title defect affects the marketability of the title, rescind purchaser's purchase obligation and recover all amounts paid by purchaser to the Government on account of the purchase price. However, neither the purchaser nor parties claiming under purchaser shall be entitled, under any circumstances, to recover from the Government any damages, interest, or costs on account of any encumbrance or defect affecting the title of the property. Unless proof of encumbrances or defects, other than any enumerated on Exhibit A, is submitted by the purchaser within the time specified above, any and all encumbrances and defects shall be conclusively presumed waived, and the purchaser and any parties claiming under purchaser shall be forever barred from asserting them against the Government.
- D. Abstracts or Title Evidence. The Government is not obligated to furnish any abstracts or other title evidence but will permit purchaser to inspect its title papers at a place selected by, and at no expense to, the Government.
- E. Accepting the Property. The purchaser agrees to accept the property as is, in its present condition. No warranty is given on the condition of the property.
- F. Loss or Damage to Property. If, through no fault of either party, the property is lost or damaged as a result of fire, vandalism or an act of God between the time of acceptance of the offer and the time the title of the property is conveyed by the Agency, the Agency will reappraise the property. The reappraised value of the property will serve as the amount the Agency will accept from the purchaser. However, if the actual loss, based on reduction in market value as determined by the Agency is less than \$500, payment of the full purchase price is required. In the event the two parties cannot agree upon an adjusted price, either party, by mailing notice in writing to the other, may terminate the contract of sale, and the earnest money will be returned to the offeror.
- G. Possession Rights. The purchaser will accept the property subject to the rights of any person or persons in possession of or presently occupying the property or claiming a right to occupy the property as indicated in Paragraph 9, page 1.
- H. Payment of Taxes. If the property while in Government inventory is subject to taxation, the taxes will be prorated between the Government and the purchaser as of the date title is conveyed. If the property is not subject to taxation while in Government inventory, the purchaser will pay all taxes on the property which become due and payable on or after the date the title of the property is conveyed by the Government.
- I. Mineral Rights. The Government will convey to the purchaser all mineral rights to which it has title.
- J. Liquidated Damages. If the purchaser fails to comply with any of the terms or conditions hereof, the Government, by mailing notice in writing, may terminate the contract for sale. The earnest money deposit shall be retained by the Government as full liquidated damages except where failure to close is due to non-approval of credit.
- K. Representation Regarding Property. Representations or statements regarding the property made by any representative of the Government shall not be binding on the Government or considered as grounds for any claim for adjustment in or rescission of any resulting contract. The purchaser expressly waives any claim for adjustment or rescission based upon any representation or statement not expressly included herein. The Government makes no warranties or representations not set forth in writing herein concerning the condition of title or the permissible uses of the property.
- L. Member of Congress. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of the contract of which these conditions form a part, or to any benefit that may arise therefrom.
- M. Subject to Agency Regulations. All offers and resulting contracts shall be subject to the regulations of the Agency, now or hereafter in effect.
- N. Documentary Stamps. The purchaser will be required to purchase and place upon the deed the necessary documentary stamps.

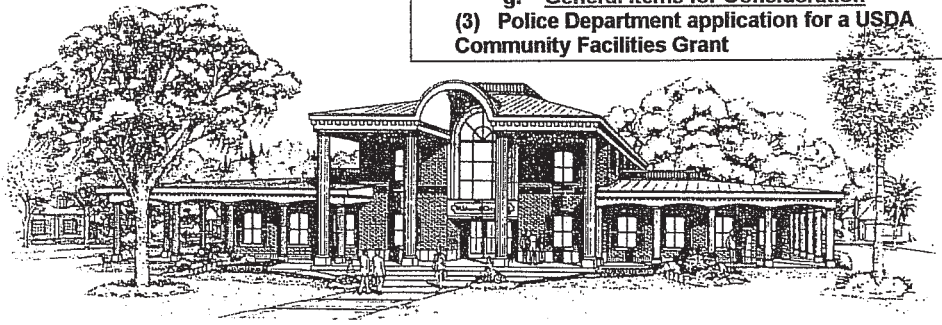
- O. Deed Restrictions (If Applicable). This property contains a dwelling unit or units which the Agency has deemed to be inadequate for residential occupancy. The quitclaim deed by which this property will be conveyed to the purchaser will contain a covenant binding the purchasers and the property which will restrict the residential unit(s) on the property from being used for residential occupancy until such time as the dwelling unit(s) is (are) structurally 'sound and habitable, has a potable water supply, has functionally adequate, safe, and operable heating, plumbing, electrical and sewage disposal systems, and meets the Thermal Performance Standards as outlined in Exhibit D, 7 CFR Part 1924, Subpart A, which are the Agency requirements for a residential unit(s) to meet decent, safe, and sanitary standards. This restriction is required by Section 510(e) of the Housing Act of 1949, as amended, 42 U.S.C. § 1480(e).
- P. Entire Agreement. This contract contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained.

**APPLICABLE TO CREDIT SALES (LOANS BY THE AGENCY) ONLY**

- Q. Purchaser Financial Information. The purchaser will submit financial information upon request of the Government within 30 days of such request.
- R. Security Instruments. Upon closing all deeds and mortgages or other security instruments incident to the sale shall be on Agency forms and shall immediately be filed for record by the Agency at the expense of purchaser.
- S. Insurance. To protect the Government's security in any buildings and appurtenances, the purchaser shall carry insurance against loss by fire, windstorm, flood and any other hazards required by the Government. The insurance shall be in an amount and form, and with an insurer, satisfactory to the Government. The original policy with evidence of premium payment shall be delivered to the Government at the time of delivery of the quitclaim deed to the purchaser.
- T. Prepayment. The purchaser may pay at any time all or part of the unpaid balance of the purchase price with no prepayment penalty. *(For Multiple Family Housing sales only, the purchaser may be subject to prepayment restrictions of Section 502(c) of the Housing Act of 1949, 42 U.S.C. §1472(c)*



*City of  
Wildwood,  
Florida*



3. NEW BUSINESS – ACTION REQUIRED  
g. General Items for Consideration  
(3) Police Department application for a USDA  
Community Facilities Grant

Date: January 19, 2010

To: Joseph Jacobs, City Clerk

Subject: USDA Community Facilities Grant

---

We are in the final process of the application process for grant submission. Before I can forward the grant application I need the signatures on the following documents;

- Balance Sheet (Appropriate Official)
- Applicant Certification of Prior Indebtedness. (Mayor, Clerk, Attorney)
- Preliminary Environmental Information (City Official)

This grant is for the purchase of two police units from USDA. This is a matching grant, which means the City is responsible for 25% and USDA is responsible for the remaining 75%. This grant will not only allow purchasing two police vehicles but also equipping them as well. Estimated cost at this time is approximately \$40,000.00 per vehicle to include all of the necessary equipment. Total amount of grant allocation is up to \$80,000.00. The USDA will cover (75%) or \$60,000.00, with the cost to the City being \$20,000.00 or (25%). If you have any questions please feel free to contact me.

Sincerely,

*E.W. Reeser*

E.W. Reeser  
Chief of Police

Form RD 442-3  
 (Rev. 3-97)

Name **City Of Wildwood**

Address **100 North Main Street  
 Wildwood, Florida 34785**

**BALANCE SHEET  
 (GENERAL FUND ONLY)**

**ASSETS**

**CURRENT ASSETS**

1. Cash on hand in Banks .....
2. Time deposits and short-term investments .....
3. Accounts receivable .....
4. Less: Allowance for doubtful accounts .....
5. Inventories .....
6. Prepayments .....
7. ....
8. ....
9. Total Current Assets (Add 1 through 8)

**FIXED ASSETS**

10. Land .....
11. Buildings .....
12. Furniture and equipment .....
13. ....
14. Less: Accumulated depreciation .....
15. Net Total Fixed Assets (Add 10 through 14)

**OTHER ASSETS**

16. ....
17. ....
18. Total Assets (Add 9, 15, 16 and 17)

**LIABILITIES AND EQUITIES**

**CURRENT LIABILITIES**

19. Accounts payable .....
20. Notes payable .....
21. Current portion of USDA note .....
22. Customer deposits .....
23. Taxes payable .....
24. Interest payable .....
25. ....
26. ....
27. Total Current Liabilities (Add 19 through 26)

**LONG-TERM LIABILITIES**

28. Notes payable USDA .....
29. ....
30. ....
31. Total Long-Term Liabilities (Add 28 through 30)
32. Total Liabilities (Add 27 and 31)

**EQUITY**

33. Retained earnings .....
34. Memberships .....
35. Total Equity (Add lines 33 and 34)
36. Total Liabilities and Equity (Add lines 32 and 35)

1	15	2010	9	30	2009
Month	Day	Year	Month	Day	Year
Current Year			Prior Year		
1,404,265			1,076,139		
53,174			52,700		
( )			( )		
5,323			8,675		
1,462,762		\$0.00	1,137,514		\$0.00
1,292,143			1,292,143		
7,577,643			7,577,643		
2,565,112			2,565,112		
91,943			91,943		
(2,968,291)			(2,968,291)		
8,558,550		\$0.00	8,558,550		\$0.00
10,021,312		\$0.00	9,696,064		\$0.00
0			65,000		
503,885			503,885		
28,271			26,971		
532,156		\$0.00	537,356		\$0.00
1,908,678			1,936,949		
1,908,678		\$0.00	1,936,949		\$0.00
2,440,834		\$0.00	2,474,305		\$0.00
7,580,478			7,221,759		
7,580,478		\$0.00	7,221,759		\$0.00
10,021,312		\$0.00	9,696,064		\$0.00

CERTIFIED CORRECT

Date **1/15/2010**

Appropriate Official (Signature)

*Joseph Jacob*

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0013. The time required to complete this information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Florida Instruction 1942-C  
Guide 6

APPLICANT CERTIFICATION OF PRIOR INDEBTEDNESS

1-15-2010

Date

Rural Development Manager  
Rural Housing Service  
USDA/Rural Development

Dear Sir:

This is to certify that the following constitute all of the outstanding obligations (bonded) indebtedness or otherwise, exclusive of operative expense which are liens upon the revenue of the General Fund which (city) (town) of City Of Wildwood.

(insert none if there are no outstanding obligations)

<u>Date of Issue</u>	<u>Total Amt of Issue</u>	<u>Int. Rate</u>	<u>Amount Outstanding Principle as of</u>	<u>Name of Bond Holder</u>	<u>Status of Lien 1<sup>st</sup>. 2<sup>nd</sup>, etc.</u>
			<u>9-30-09</u>		
<u>Series 2000</u>	\$ <u>1,564,600</u>		\$ <u>1,395,062</u>	<u>USDA</u>	<u>1st-Telecommunication Tax</u> <u>2nd- Sales Tax</u>
<u>Series 2000A</u>	\$ <u>605,000</u>		\$ <u>541,886</u>	<u>USDA</u>	<u>1st-Telecommunication Tax</u> <u>2nd- Sales Tax</u>
<u>                    </u>	\$ <u>          </u>	<u>          </u>	\$ <u>          </u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	\$ <u>          </u>	<u>          </u>	\$ <u>          </u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	\$ <u>          </u>	<u>          </u>	\$ <u>          </u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	\$ <u>          </u>	<u>          </u>	\$ <u>          </u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	\$ <u>          </u>	<u>          </u>	\$ <u>          </u>	<u>                    </u>	<u>                    </u>

(Mayor or Chairman)

*Joseph Jacob*  
(Clerk)

(Attorney)

## PRELIMINARY ENVIRONMENTAL INFORMATION

Will the proposed project affect the important land resources?

If Yes, please indicate which lands will be affected.

FLOODPLAIN NO

WETLANDS NO

IMPORTANT FARMLANDS NO

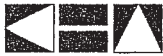
PRIME FOREST LANDS NO

PRIME RANGELANDS NO

\_\_\_\_\_  
CITY OFFICIAL

\_\_\_\_\_  
DATE

PURPOSE: This guide will provide Rural Development with a general knowledge of what important land resources, if any, will be affected by the proposed project



**INDIVIDUAL PROJECT ORDER NUMBER 7**  
**December 9, 2009**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the CONSULTANT OR KHA), and the City of Wildwood (the CITY) in accordance with the terms of the Professional Services Agreement dated January 7, 2009, which is incorporated herein by reference.

**BACKGROUND INFORMATION**

1. The CITY experiences areas of flooding within downtown, and within the mature neighborhoods in the general vicinity of the downtown areas.
2. The CITY responds to sporadic citizen flooding complaints and desires to have a more comprehensive study to prioritize drainage improvement programs.
3. The area to be studied is those areas within the Community Redevelopment Area (CRA) boundaries in the downtown area, as depicted on the attached *Exhibit A*. This does not constitute the entire CRA boundary, but focuses on the developed areas of the CITY.
4. The final deliverable will be a report summarizing the results of the drainage study, but construction plans, permitting, cost estimates, etc. for improvements will be part of a future IPO.

With the above in mind, our scope of services, schedule, and fee are provided below.

**SCOPE OF SERVICES**

The CONSULTANT will provide the following services for this project.

***Task 1 – Establish Study Areas***

- A. KHA will meet with CITY staff to kickoff the Project. A study map will be prepared to depict the proposed study limits. CITY staff will be interviewed to determine if additional areas of known flooding should be included in an expanded study area.
- B. KHA will summarize the kickoff meeting and prepare a final study map and schedule for the CITY's use.

***Task 2 – Drainage Study***

- A. KHA will gather existing contour data from readily available GIS mapping databases to prepare a topographic contour map for the study area.
- B. KHA will gather existing NCRS soil data for the study area.
- C. KHA will gather historic construction plans, as-builts, etc., as may be available, for the study area.
- D. KHA will make site visits to verify conditions at select locations, and determine areas that would benefit from additional survey information.
- E. Using the above data sources, KHA will prepare a drainage basin map for the study area. Basin parameters typical to drainage design, such as SCS Curve Numbers, basin areas, Times of Concentration, Directly Connected Impervious Areas and Unit Hydrograph shape factors will be calculated. Runoff volumes will be calculated for each basin for various storm depths and durations.
- F. Using available topographic data KHA will estimate storage volumes for retention basins, low areas, etc. Using these volumes, and the runoff volumes calculated for each basin, KHA will calculate approximate flooding elevations for ponding areas. These elevations will not consider geotechnical soil data, unless authorized by the City under a separate IPO.





### **Task 3 – Survey Support**

- A. KHA expects that miscellaneous specific field surveys will be necessary to accurately complete the Drainage Study task. During execution of the project, KHA will identify areas where field survey would be beneficial. KHA will coordinate with the survey subconsultant, RMBarrineau and Associates, Inc. to obtain field survey information. An initial budget for field survey will be established at \$5,000 for this IPO. If additional survey information is needed, the CITY will review and authorize additional survey budget under a contract amendment.

### **Task 4 – Study Report**

- A. Following the drainage study task, KHA will prepare a final study report for the CITY. The report will generally include:
- Introduction, executive summary and study objectives.
  - Drainage study methodologies and technical study parameters.
  - Drainage basin maps, flood area maps and flooding limits maps.
  - Supporting drainage calculations, surveys, as-built plans, etc.
  - Conclusions and recommendations on the results of the study. The CITY will utilize the results of this study to prioritize future drainage improvements within the CRA.

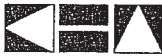
### **Task 5 – Meetings and Public Hearings**

- A. KHA will attend meetings other than those specifically noted in the above scope of services at the request of the CITY.
- B. KHA will prepare for and attend public meetings at the request of the CITY. These meetings may include meetings with the affected property owners in the CRA, meeting attendance at the Wildwood City Council, or other meetings requested by the CITY.

### **ADDITIONAL SERVICES**

The following services are not included in this Agreement, but may be authorized by the CITY should they become necessary. Additional Services will be performed at the CONSULTANT's hourly rates.

1. Design and/or permitting of any improvements whatsoever.
2. Geotechnical soil investigations and refinement of the drainage study to incorporate the results of these investigations.
3. Preparation of opinions of probable construction cost for recommended improvements.
4. Expansions of the study area beyond the limits depicted in EXHIBIT A.
5. Any other professional consulting service not specifically detailed in the Scope of Services.



Kimley-Horn  
and Associates, Inc.

### SCHEDULE

The CONSULTANT will provide the above Scope of Services as expeditiously as possible to meet a mutually agreed upon schedule.

### FEE

The CONSULTANT will perform the services described the Scope of Services for the labor fees described below:

Task	Labor Fee
Task 1 – Establish Study Areas	Lump Sum: \$1,500.00
Task 2 – Drainage Study	Lump Sum: \$28,100.00
Task 3 – Survey Support	Initial Budget: \$5,000.00
Task 4 – Study Report	Lump Sum: \$2,600.00
Task 5 – Meetings and Public Hearings	Hourly As Needed

All permitting, application, and similar project fees will be paid directly by the CITY.


Hourly services under this IPO will be provided in accordance with the approved rate schedule (Exhibit "A" of the Master Agreement). Payment of each invoice shall be due within 45 days of receipt. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 30 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. The Client agrees that the payment to the Consultant is not subject to any contingency or condition.

ACCEPTED:

THE CITY OF WILDWOOD, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY:   
Richard V. Busche, PE

TITLE: \_\_\_\_\_

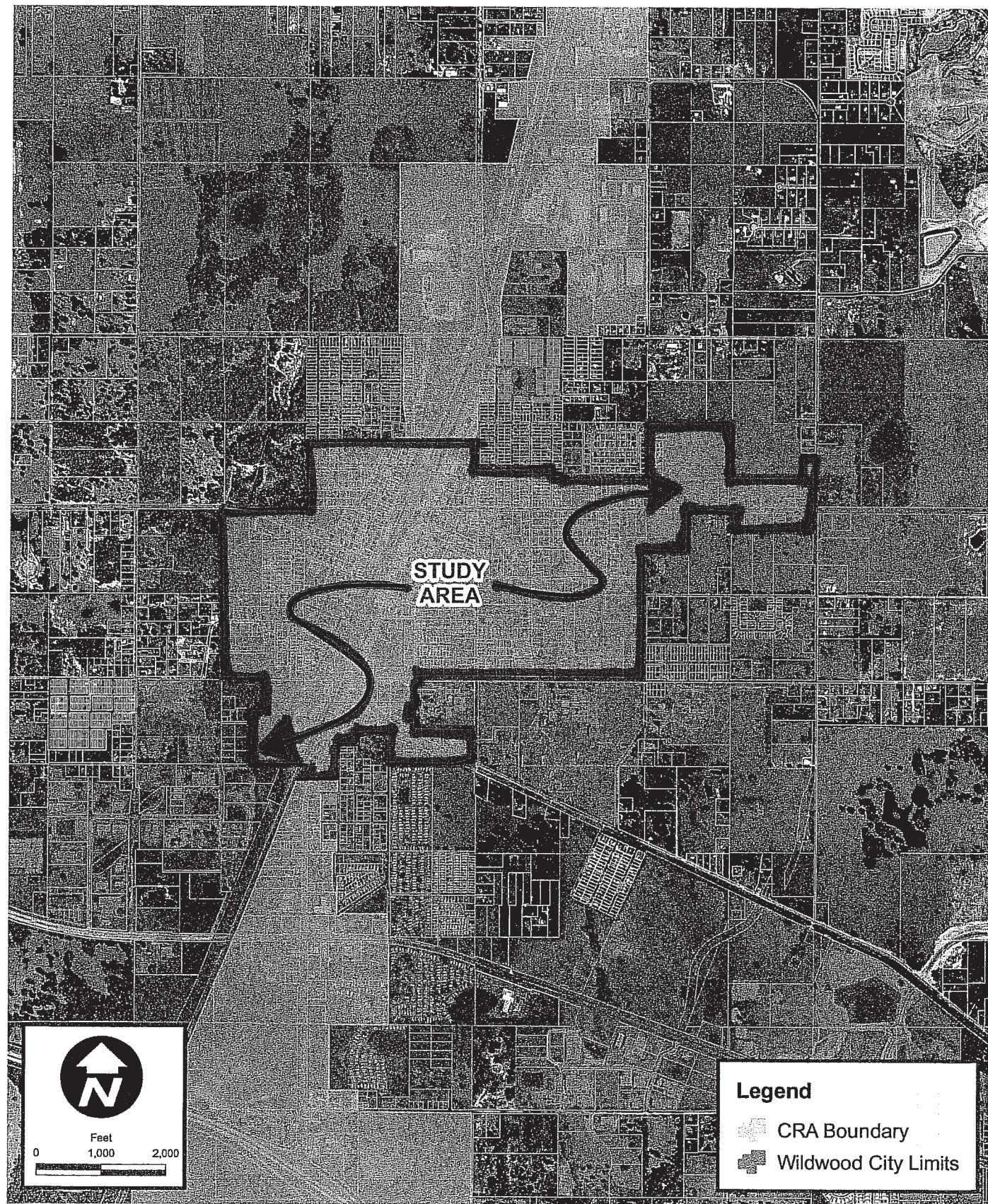
TITLE: Vice President

DATE: \_\_\_\_\_

DATE: December 9, 2009

Attachment: Exhibit A – CRA Study Area





**Kimley-Horn  
and Associates, Inc.**

© 2009 Kimley-Horn and Associates, Inc.  
1321 SE 25th Loop, Suite 101, Ocala FL 34471-1077  
Phone: (352) 671-9451 Fax: (352) 671-9439  
www.kimley-horn.com CA 00000696

**STUDY AREA**

**CITY OF WILDWOOD, FLORIDA**

Scale: As Noted

Project No.: 142173000

December 8, 2009

Exhibit A